

Exhibit A

BAFO Proposal Pricing

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Numeric	Unit Price	Total Cost
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Municipal Annex

Success: All values provided	Bid	#1-1	Monthly Cleaning Cost	12	month		\$ 2,785.00	\$ 33,420.00
Success: All values provided	Bid	#1-2	Cleaning of hard surface floors	2	cycle		\$ 1,950.00	\$ 3,900.00
Success: All values provided	Bid	#1-3	Carpet cleaning	1	Year		\$ 6,450.00	\$ 6,450.00
Success: All values provided	Bid	#1-4	Window Cleaning	1	year		\$ 7,800.00	\$ 7,800.00
Basket Total								\$ 51,570.00

Library and Community Room

Success: All values provided	Bid	#2-1	Monthly Cleaning Cost	12	month		\$ 6,300.00	\$ 75,600.00
Success: All values provided	Bid	#2-2	Cleaning of hard surface floors	2	cycle		\$ 2,350.00	\$ 4,700.00
Success: All values provided	Bid	#2-3	Carpet cleaning	1	Year		\$ 12,000.00	\$ 12,000.00
Success: All values provided	Bid	#2-4	Window Cleaning	1	year		\$ 4,000.00	\$ 4,000.00
Basket Total								\$ 96,300.00

Support Building (LPSC)

Success: All values provided	Bid	#3-1	Monthly Cleaning Cost	12	month		\$ 1,875.00	\$ 22,500.00
Success: All values provided	Bid	#3-2	Cleaning of hard surface floors	2	cycle		\$ 4,725.00	\$ 9,450.00
Success: All values provided	Bid	#3-3	Carpet Cleaning	1	Year		\$ 550.00	\$ 550.00
Basket Total								\$ 32,500.00

Police Department/ Fire Admin

Success: All values provided	Bid	#4-1	Monthly Cleaning Cost	12	month		\$ 4,250.00	\$ 51,000.00
Success: All values provided	Bid	#4-2	Cleaning of hard surface floors	2	cycle		\$ 4,450.00	\$ 8,900.00
Success: All values provided	Bid	#4-3	Carpet Cleaning	1	Year		\$ 1,800.00	\$ 1,800.00
Basket Total								\$ 61,700.00

Steve McFadden Law Enforcement Center/Jail

Success: All values provided	Bid	#5-1	Monthly Cleaning Cost	12	month		\$ 1,315.00	\$ 15,780.00
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Success: All values provided	Bid	#5-2	Cleaning of hard surface floors	3	cycle	\$ 950.00	\$ 2,850.00	
Basket Total							\$ 18,630.00	

City Hall and Well House

Success: All values provided	Bid	#6-1	Monthly Cleaning Cost	12	month	\$ 4,175.00	\$ 50,100.00	
Success: All values provided	Bid	#6-2	Cleaning of hard surface floors in City Hall	2	cycle	\$ 2,300.00	\$ 4,600.00	
Success: All values provided	Bid	#6-3	Carpet Cleaning	1	year	\$ 9,850.00	\$ 9,850.00	
Success: All values provided	Bid	#6-4	Window Cleaning of City Hall	1	year	\$ 8,500.00	\$ 8,500.00	
Basket Total							\$ 73,050.00	

Public Services/Kealy Operations Center

Success: All values provided	Bid	#7-1	Monthly Cleaning Cost	12	month	\$ 1,500.00	\$ 18,000.00	
Success: All values provided	Bid	#7-2	Cleaning of Hard Surface Floors	2	cycle	\$ 1,650.00	\$ 3,300.00	
Success: All values provided	Bid	#7-3	Carpet Cleaning	1	Year	\$ 1,150.00	\$ 1,150.00	
Basket Total							\$ 22,450.00	

Parks Maintenance Shop

Success: All values provided	Bid	#8-1	Monthly Cleaning Cost	12	month	\$ 450.00	\$ 5,400.00	
Success: All values provided	Bid	#8-2	Cleaning of hard surface floors	2	cycle	\$ 700.00	\$ 1,400.00	
Success: All values provided	Bid	#8-3	Carpet Cleaning	1	Year	\$ 450.00	\$ 450.00	
Basket Total							\$ 7,250.00	

Hedrick House

Success: All values provided	Bid	#9-1	Monthly Cleaning Cost	12	month	\$ 350.00	\$ 4,200.00	
Success: All values provided	Bid	#9-2	Cleaning of hard surface floors	2	cycle	\$ 900.00	\$ 1,800.00	
Success: All values provided	Bid	#9-3	Carpet Cleaning	1	Year	\$ 300.00	\$ 300.00	
Basket Total							\$ 6,300.00	

Fleet and Facilities Building

Success: All values provided	Bid	#10-1	Monthly Cleaning Cost	12	month	\$ 650.00	\$ 7,800.00
Success: All values provided	Bid	#10-2	Cleaning of hard surface floors	2	cycle	\$ 1,600.00	\$ 3,200.00
Success: All values provided	Bid	#10-3	Carpet cleaning	1	Year	\$ 300.00	\$ 300.00

Success: All values provided	Bid	#10-4	Window Cleaning	1	year	\$ 950.00	\$ 950.00	
Basket Total							\$ 12,250.00	

Animal Shelter and Adoption Center

Success: All values provided	Bid	#11-1	Monthly Cleaning Cost	12	month	\$ 550.00	\$ 6,600.00	
Success: All values provided	Bid	#11-2	Cleaning of hard surface floors	2	cycle	\$ 1,550.00	\$ 3,100.00	
Success: All values provided	Bid	#11-3	Carpet Cleaning	1	Year	\$ 300.00	\$ 300.00	
Success: All values provided	Bid	#11-4	Window Cleaning	1	Year	\$ 1,550.00	\$ 1,550.00	
Basket Total							\$ 11,550.00	

MCL Grand Theater

Success: All values provided	Bid	#12-1	Monthly Cleaning Cost	12	month	\$ 2,250.00	\$ 27,000.00	
Success: All values provided	Bid	#12-2	Floor Deep Cleaning	1	Year	\$ 7,250.00	\$ 7,250.00	
Success: All values provided	Bid	#12-3	Window Cleaning	1	Year	\$ 4,350.00	\$ 4,350.00	
Success: All values provided	Bid	#12-4	Chair Cleaning/Upholstery Cleaning	2	Year	\$ 475.00	\$ 950.00	
Basket Total							\$ 39,550.00	

Wellness Center (Clinic)

Success: All values provided	Bid	#13-1	Monthly Cleaning Cost	12	month	\$ 300.00	\$ 3,600.00	
Success: All values provided	Bid	#13-2	Cleaning of hard surface floors	2	cycle	\$ 650.00	\$ 1,300.00	
Basket Total							\$ 4,900.00	

Vistor Information Center (VIC)

Success: All values provided	Bid	#14-1	Monthly Cleaning Cost	12	month	\$ 350.00	\$ 4,200.00	
Success: All values provided	Bid	#14-2	Cleaning of hard surface floors	2	cycle	\$ 200.00	\$ 400.00	
Success: All values provided	Bid	#14-3	Carpet Cleaning	1	Year	\$ 600.00	\$ 600.00	
Basket Total							\$ 5,200.00	

Jerry Galler Public Safety Training Center

Success: All values provided	Bid	#15-1	Monthly Cleaning Cost	12	month	\$ 500.00	\$ 6,000.00
Success: All values provided	Bid	#15-2	Cleaning of hard surface floors	2	cycle	\$ 800.00	\$ 1,600.00
Success: All values provided	Bid	#15-3	Carpet Cleaning	1	Year	\$ 400.00	\$ 400.00

Basket Total								\$ 8,000.00
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HR Training CrossFit Facility (Workout Room)

Success: All values provided	Bid	#16-1	Monthly Cleaning Cost	12	month	\$ 250.00	\$ 3,000.00	
Basket Total								\$ 3,000.00

Wastewater Treatment Plant

Success: All values provided	Bid	#17-1	Monthly Cleaning Cost	12	month	\$ 225.00	\$ 2,700.00	
Success: All values provided	Bid	#17-2	Cleaning of hard surface floors	2	cycle	\$ 600.00	\$ 1,200.00	
Success: All values provided	Bid	#17-3	Carpet Cleaning	1	Year	\$ 200.00	\$ 200.00	
Success: All values provided	Bid	#17-4	Window Cleaning	1	Year	\$ 100.00	\$ 100.00	
Basket Total								\$ 4,200.00

Wastewater Building 2

Success: All values provided	Bid	#18-1	Monthly Cleaning Cost	12	month	\$ 100.00	\$ 1,200.00	
Success: All values provided	Bid	#18-2	Cleaning of hard surface floors	2	cycle	\$ 300.00	\$ 600.00	
Basket Total								\$ 1,800.00

Water Treatment Plant

Success: All values provided	Bid	#19-1	Monthly Cleaning Cost	12	month	\$ 100.00	\$ 1,200.00	
Success: All values provided	Bid	#19-2	Cleaning of hard surface floors	2	cycle	\$ 200.00	\$ 400.00	
Success: All values provided	Bid	#19-3	Carpet Cleaning	1	Year	\$ 75.00	\$ 75.00	
Success: All values provided	Bid	#19-4	Window Cleaning	1	Year	\$ 200.00	\$ 200.00	
Basket Total								\$ 1,875.00

Porter Services

Success: All values provided	Bid	#20-1	Monday - Friday Rate	4160	hour	\$ 27.00	\$ 112,320.00	
Success: All values provided	Bid	#20-2	Weekends/After hours Rate	520	hour	\$ 34.50	\$ 17,940.00	
Basket Total								\$ 130,260.00

Frederick P. Herring Recreation Center

Success: All values provided	Bid	#21-1	Monthly Cleaning Cost	12	month	\$ 2,950.00	\$ 35,400.00
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Success: All values provided	Bid	#21-2	Cleaning of hard surface floors	3	cycle	\$ 6,000.00	\$ 18,000.00
Success: All values provided	Bid	#21-3	Carpet cleaning	1	Year	\$ 350.00	\$ 350.00
Basket Total							\$ 53,750.00
Grand Total							\$ 646,085.00



CITY OF LEWISVILLE

ANNUAL CONTRACT FOR CUSTODIAL SERVICES

**REQUEST FOR PROPOSAL
#25-74-P**

Proposals Due: Monday, June 23, 2025 – 1:00 pm

**SPECIFICATIONS
ANNUAL CONTRACT FOR
CUSTODIAL SERVICES
RFP #25-74-P**

INTRODUCTION

The purpose of this specification is to define the janitorial services requirement for various facilities owned and operated by The City of Lewisville that are included in this contract. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. This is an all-inclusive contract for Custodial Services, including all cleaning, supplies and consumable products.

GENERAL

Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. The City reserves the right to purchase more or less, as needed.

All pricing must be inclusive of transportation, labor, insurance, tools, materials, consumables and supplies, and incidental charges. **Contractor unit price must include the cost of all consumables.** Trip charges and/or mileage charges will not be authorized.

Custodial Services must be provided during non-business hours whenever possible and in compliance with building hours and special circumstances as listed on the line item for each individual building.

CONTRACTOR RESPONSIBILITY

The contractor shall provide safety data sheets of all chemicals used in each building. Safety data sheets (SDS) will remain at each location.

- The contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor is required to supply all other items necessary to clean all areas in accordance with specifications contained herein.
- Contractor's equipment shall be in good repair and able to operate efficiently and safely. Equipment shall be maintained clean to present a neat, professional appearance, in serviceable condition.
- The City will provide liquid soap, toilet tissue, trash can liners, and paper hand towels. Contractor may be responsible for the distribution of these supplies. Consumable supplies are not to be utilized for cleaning by the Contractor.

WORK AND STAFF PLANS

Contractor must provide to the City, in writing, how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Everything proposed including procedure, regularity, and staffing for each location, item, and task must be defined.

Work and Staff plans must be developed for each building and be as detailed as possible. Plans must be submitted as part of the proposal and followed throughout the term of the contract. Penalties may be applied if Contractor does not follow Work and Staff plans as submitted.

Plans must include the following minimum information:

- Each type of item and area that will be cleaned, the procedure by which it will be cleaned, the materials or equipment that will be used, and the regularity of the procedure.
- The minimum staff that will be provided for each building, as well as the staff member's activity in the building.
- Procedure to be used to manage recyclables.
- Staff transportation method. The Contractor must demonstrate the ability to get staff to the work site.
- The anticipated times for cleaning each building. Once the Custodial staff enters a facility the entire facility must be cleaned then re-secured. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**

QUALITY CONTROL PLAN

A Quality Control Plan must be submitted with the Contractor's proposal to assure the high state of readiness and cleanliness of the contract buildings. The plan must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected. The plan must detail methods of identifying deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.

SUPERVISOR

A supervisor shall be present and/or available to coordinate with the Facilities Supervisor and the contractor's staff at all times that crews are working in the City and must speak fluent English – no exceptions.

BUILDING PORTER

- Porter is to be provided as requested by the City.
- One position will be stationed at the Library/Annex/Fred Herring and will be responsible for maintaining these areas as per the schedule provided by the City.
- One position will be stationed at Lewisville Grand Theater and City Hall and will be responsible for maintaining this location as per the schedule provided by the City.
- A minimum of four (4) hours will be paid by the City when requesting Porter Service

KEY PERSONNEL

The Contractor must have a **minimum** of sixteen (16) employees assigned to this project at all times and must maintain this throughout the contract. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facilities Supervisor immediately in writing of all changes on contract personnel by

submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does constitute a satisfactory security risk, his/her employment on the contract will be denied.

- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City within 1 business days. Contractor must coordinate with Facilities Supervisor to obtain security permissions included but not limited to background checks and CJIS certification within 10 business days after notice.
- Personnel must be dressed in neat uniform at all times. Uniform to include company name. Shirt tails must be tucked in, no low riding pants or exposure of undergarments. Personnel arriving to work dressed inappropriately will be sent home and Contractor's supervisor will be notified immediately for replacement personnel.
- All work assignments of the custodial personnel will be coordinated with Facilities or designee and will include (but not limited to) the duties as listed per location in the Cleaning Schedule and Building Information document.

The Contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules
- Maintenance or replacement of cleaning equipment
- Notifying the City of any personnel changes
- Training of new personnel.

Personnel responsibilities include, but are not limited to:

- Report all fires, hazardous conditions, water leaks and items in need of repair to the proper authorities.
- Turn in personal items found during cleaning to City personnel.
- Close windows; turn off portable fans and heaters when not in use.
- Do not remove items on desks or office floors while cleaning.
- Do not unplug or turn off computers, copy machines, typewriters or other electrical equipment.
- Discard only the contents of the waste containers. No other items are to be thrown away without the express instruction of the building occupants.
- Office doors are to be left as found upon arrival after the area has been cleaned.
- Lights are to be turned off after completion of cleaning unless the area is occupied. Certain lights shall be left on for security reasons, to be designated by City personnel.
- Recycling and refuse shall be managed as directed by The City and placed in the appropriate designated dumpsters.
- Security access/burglar alarm system must be disarmed when entering and armed when leaving the facility.
- Must be able to clean Biohazards including but not limited to blood, vomit, and waste.

ALL PERSONNEL

- **Background Check**: The Contractor must provide the City with the full legal name, maiden name if applicable, social security number and legal address of Contractor and

employees working in City facilities. **Contractor and all employees who will work in buildings owned by the City will be required to provide a background check to the Facilities Supervisor for verification. Any personnel that will be working in sensitive areas of the City will be required to be cleared through a CJIS background check, in addition all personnel working in sensitive area will be required to pass a CJIS test before they are allowed on property. The CJIS background check will need to be given to the Facilities Supervisor for verification.** Personnel will not be allowed in City buildings prior to the completion of a background investigation. The City will cover this expense.

- **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. Contractor shall provide a training outline to the City's Facilities Supervisor upon request by the City. Training plans must include, at a minimum, general cleaning practices, and janitorial specific safety training.
- **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons.

EMPLOYEE LIST

The Contractor shall provide to the City's Facility Supervisor or designee an accurate list of all personnel who will be involved with this contract, including Janitorial and Management staff, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work. Changes to the list shall be reported, in writing, to the City's Facility Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Facility Supervisor, unless it is after hours, then the next business morning shall be acceptable.

BACKUP STAFF

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

UNAUTHORIZED PERSONNEL

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and /or other relatives. **Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.**

DISCIPLINE

At the City's request the Contractor shall immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- Theft, vandalism, use of City property, immoral conduct or any other criminal action.
- Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances which produce similar effects while on duty.

EMERGENCY CONTACT

An accountable and liable 24-hour point of contact must be provided with a cell phone or pager number. This point of contact will be contacted in the event of an emergency and must speak fluent English.

EQUIPMENT

All necessary cleaning equipment and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor. The following major equipment is needed at all buildings and must remain in the buildings. In emergency situations, City personnel may use this equipment for clean up purposes during regular business hours.

- Commercial upright vacuum cleaner and backpack unit;
- Mop/Mop Bucket;
- Push Broom/Dust Pan;
- Commercial wet/dry vacuum;
- Dusting equipment sufficient to reach all areas of the buildings;
- High speed floor buffing machine.

ACCESS/IDENTIFICATION CARDS AND KEYS

Custodial personnel entering City facilities will be provided a card for access and identification.

- All custodial personnel must carry Access/Identification cards whenever performing services on City property.
- Access/Identification cards must not be switched among employees and, must be returned upon the City's request, the employee separation or, contract termination. Failure to return card as described will result in a deduction from the Contractor's monthly payment in the amount of one hundred (\$100.00) per occurrence.
- Custodial Personnel may be issued keys for specific City Facilities.
- The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor are not lost or misplaced and are not used by unauthorized persons.
- Keys issued to custodial personnel must not be duplicated.
- Keys must be must not be switched among employees and, must be returned upon the City's request or termination of the contract.

- **At no time will the awarded Contractor or Contractor’s employee assist entry of anyone other than Contractor’s employee into City buildings. Non-employee, non-cleaning persons must not be on site while cleaning is being performed.**
- The City’s Facility Supervisor must be made aware of changes in custodial personnel, such as separations and new hires. New hires are not allowed until background checks are processed and approved.

SPECIAL CONSIDERATIONS AND CIRCUMSTANCES

City Council Meetings – No Cleaning will commence in or near the City Council Chambers or Atrium in City Hall on the 1st and 3rd Mondays of each month while City Council Meetings are in progress. Cleaning of these areas on the 1st and 3rd Mondays will be required at the conclusion of the City Council Meeting.

Hedrick House – Due to the “As Rented” use of the Hedrick House, this building must be checked and cleaned as scheduled.

Lewisville Grand Theater – Due to the nature of performance and event schedules, the City will provide a monthly event schedule for the building.

Police/Fire Training Facility – This is a training facility for police and fire staff; cleaning schedule may vary week to week, but cleaning schedule will be provided by the City.

Work Schedules – Custodial work schedules may require modification to accommodate long-term changes in City operations, special events or, conditions. Examples of “long-term changes”, “special events” or, “conditions” may include a change in Library operating hours, voting sessions, or an area getting cleaned too seldom or too often.

Jail Entrance - The awarded Contractor or, Contractor’s employee must always contact the Jailer prior to entering the Jail area. **At no time should Contractor or, Contractor’s employee be in the Jail area when a prisoner is not locked in a cell.**

Jail Cleaning - Jail cells that are not holding prisoners will be cleaned. Jail cells holding prisoners will not be cleaned on that day or, the prisoner may be moved at the janitor’s request, to a clean cell so the other may be cleaned. This facility is occupied 24/7 and must be scheduled to clean all days of the week. **The holiday schedule does not apply to this location.**

Dispatch - This facility is occupied 24/7 and must be scheduled for cleaning all days of the week. **The holiday schedule does not apply to this location.**

Temporary Facility - Will be communicated to the Contractor.

Tittle McFadden Public Safety Center (LPSC) – Will be opening in 2025 and will be added to all schedules.

Municipal Annex – This facility is currently undergoing a remodel and may have adjusted work schedules that will be communicated by the Facilities Supervisor to the Contractor.

The Community Room is included in this location but the cleaning schedule will be provided by the Library.

Holiday Closings - City facilities are closed and will not require cleaning on the following Holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Trash Collection/Recycling – Cleaning tasks includes trash and recyclables to be collected throughout the facilities. City facilities include containers (desk side & common areas) for separating recyclable materials from the trash. Contractor's employees must collect recyclables; keep them separate from trash and place in recycling dumpsters on site.

The occurrence of any of these circumstances must not affect the contract price. A change in the contract price may only be negotiated at the City's request in the event new or additional work is requested.

City Facilities may be temporarily closed or have modified hours for reasons including but not limited to power outages, natural disasters, fires, viral outbreak, or other unanticipated events. City staff will make every effort to communicate closures or operating hour changes in a timely manner to the Contractor's staff.

DESCRIPTIVE LITERATURE

Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information with regard to equipment and supplies to be furnished under this contract shall be submitted with Contractor's proposal.

INSURANCE/BOND

Insurance and a Commercial Crime policy/Fidelity Bond shall be supplied by the contractor within ten (10) days of notification of award. Insurance is as detailed in Insurance Requirements of this proposal document. A Commercial Crime policy or Fidelity Bond for a minimum of \$25,000.00 is required. The insurance and bond must be approved by the City prior to the commencement of work and shall remain in effect throughout the entire duration of this contract.

LEGAL COMPLIANCE

Contractor shall comply with all State and Federal laws, rules, and regulations concerning maximum hours worked, environmental conditions, and other employee considerations, affecting the performance of the contract.

ASSIGNMENT

The successful Contractor shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent from the of City.

CONTRACT TERM

The successful contractor will be required to enter into a contract with the City. This request for proposal, submitted documents, and any negotiations, upon acceptance by the City, may become

part of or be used to develop a contract that is equally binding between the successful contractor and the City.

The initial term the contract shall be a period of twelve (12) months. The term of the contract may be extended, if agreed upon by all parties, for up to four (4) additional twelve (12) month periods. The City shall have the right to terminate the contract at any time, without penalty, upon thirty (30) days written notice to contractor.

The City reserves the right to add square footage and additional facilities 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 City and the Contractor, and a change order to the contract shall be issued before the additional work begins.

The City 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-day (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 the percentage of square feet deleted in comparison to total building and a change order to the contract shall be issued.

TERMINATION OF CONTRACT

Should the Contractor, in the opinion of the City, fail to faithfully comply with the intent of the Contract as executed or render an unsatisfactory performance of the work pertinent to the contract, this Contract may be promptly terminated, in whole or in part, by the City with prior written notice. In such event, nothing contained herein shall be construed or interpreted as to prevent the City from immediately entering into another contract with another contractor for an unabated continuance of this critically needed service. Monies owed to the Contractor for services rendered to the date of termination shall not constitute a prolonging of the contract.

PERFORMANCE OF CONTRACT

City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award.

PENALTIES

- **Keys:** The Janitorial Services Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system, plus one hundred dollar (\$100.00) fine per occurrence.
- **Alarm System:** Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of one hundred dollars (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

- **Doors:** Any doors left unlocked, or alarm unset by the Contractor or Contractor's employee when leaving the building will be subject to a fee of \$200.00. In the event a door cannot be locked or an alarm set, the Contractor or Contractor's employee must notify the Police Department and Facilities Supervisor. Building exterior doors must not be left open for extended periods, in the event that they are a fee of two hundred dollars (\$200.00) will be deducted from the Contractor's monthly payment for each offense. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**
- **Damages:** The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
- **Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the options of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
- **Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Lewisville in writing.
- **Energy Conservation:** The Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on the light fixtures ONLY IN AREAS where work is in progress and turning off all lights when work is completed.
- **Recycling:** If it is determined that the Contractor or the Contractor's employees, are not maintaining recyclables from the trash, one hundred dollars (\$100.00) penalty fee will be deducted from that month's payment per occurrence.
- **Unauthorized Use:** If it is determined that the Contractor or the Contractor's employee, while providing contracted services, has used any City property or equipment (I.E., computers, copiers, fax machines, etc.) for personal use or for any reason not previously approved by the Internal Services Manager, the City reserves the right to immediately terminate the Contract in whole or in part.
- **Personnel:** Should replacement personnel or regular scheduled personnel not report to work as scheduled, the Contractor must notified the Facilities Supervisor within one (1) hour and the City will deduct a penalty of two hundred dollars (\$200.00) per incident from the monthly payment.
- **Scheduling:** In the event crews are absent from the building during regularly scheduled cleaning, an amount equal to twice the daily cost of cleaning each building, based on a thirty (30) day month, will be deducted from the Contractor's monthly payment for each day of the absence. In addition, penalties listed above will apply as well if the City chooses to use City personnel or another contractor to clean the affected area.
- **ID Cards:** In the event an access/id card is lost, stolen, or not returned, the Contractor's monthly payment will be reduced by one hundred dollars (\$100.00) for each incidence.
- **Should the Contractor fail to perform the required general specifications, a hundred dollar (\$100.00) per occurrence penalty fee will be deducted from that month's payment, and a copy of the violation forwarded to the Contractor's Supervisor.**

PROPOSAL DELIVERABLES

All proposals are to contain the following:

- **Title Page/Letter** - Showing proposer's business name, the name, address, telephone number, fax number, and email address of the contact person and the date of submission. The letter should also contain a statement as to why proposer feels their firm is the best qualified to provide the requested services. Include the history of the company, number of years in business and a listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years.
- **Experience/References** - Provide a list of the contractor's experience with like services to other similar clients, **including municipalities**. Describe the size and the type of project, scope of work, original budget, and length of time of contract. List dates of service, current phone number and email address of clients' representative(s) that can attest to the quality of services received. Include three (3) references. Local and/or municipal references preferred.
- **Work & Staff Plan** - Contractor must provide to the city how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Proposal must include procedure, regularity, and staffing for each location, item, and task must be defined.
- **Price** – Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. All pricing must be inclusive of transportation, labor, insurance, tools, materials and supplies, and incidental charges. Pricing is to be submitted in the "Proposal Pricing" section on Bonfire. **Do not include pricing within your other RFP paperwork.**
- **Purchasing Documents** – Provide all purchasing documents that require a signature.
- **Quality Control Plan** – Provide a plan that must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected.

Vendor Qualifications & References - Providing Custodial Services must be the Contractor's principal business. Proposals must include the Contractor's work history and references for three (3) years for cleaning public facilities and complexes equal to the size of this contract. References must have valid contact names and phone numbers. Contractor shall submit information on its supervisory staff assigned to the project; provide headquarters, nearest office, and managing office for the project stated herein; and show level of organizational responsibility of key project staff members by submitting resumes. If applicable, Contractor shall submit information on its corporate sustainability goals and environmental responsibility practices.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

See Questionnaire:

- References and Experiences (Questions 1, 2, 3, 4, 16, 17, 18) 25 pts
- Work and Staff Plan (Questions 5, 6, 8, 9, 10, 19) 25 pts
- Quality Control Plan (Questions 7, 11, 12, 13, 14) 20 pts
- Sustainability Plan (Questions 1, 2, 14, 15) 10 pts
- Price (Bid Table) 20 pts

GENERAL INFORMATION

The RFP will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office. Proposals may be uploaded to Bonfire or delivered to the City of Lewisville Finance Administration – Purchasing Division at the address below, in a sealed envelope or box, clearly marked:

**RFP: 25-74-P ANNUAL CONTRACT FOR
CUSTODIAL SERVICES**

DATE: June 23, 2025 – 1:00 p.m.

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Kristi Byrd, Contract Specialist
Nicole Haney, Buyer
151 W. Church Street, Lewisville, TX 75057

Sealed RFPs, **one (1) original and one (1) PDF copy on a flash drive**, will be received by the Purchasing Division until **1:00 p.m., CST, Monday, June 23, 2025**.

The deadline for questions will be listed on Bonfire. All questions pertaining to this proposal must be submitted in writing via Bonfire. No verbal clarification will be given. **Questions will be answered on Bonfire via an Addendum.**

No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFP proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of ninety (90) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

An evaluation committee consisting of representatives from City departments will review proposals. Upon review of the proposals, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting proposals are expected to comply with federal, state, and local laws and regulations relative to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

PRE-PROPOSAL

A pre-proposal conference will be held at the date and time specified on Bonfire. While attendance of the pre-proposal conference is not mandatory, it is recommended due to the nature of the project.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

QUESTIONNAIRE/REQUIREMENTS FOR CUSTODIAL SERVICES

In addition to the written proposal that demonstrates the Proposer's understanding of the RFP, each Proposer shall also provide the following information. Brochures and advertisements will not be accepted as a direct response to this questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected. **All responses must be submitted in the same order as the questionnaire and directly cite the question number being addressed.**

- 1) Describe your firm's qualifications to provide the services specified in this RFP. Provide the firm's vision, mission statements, and key services offered. Include a description of your firm's commitment to environmental responsibility and sustainability.

- 2) What are your firm's professional affiliations and accreditations? Does your firm have any third-party certifications regarding environmental responsibility commitments?

- 3) Has your company or officers that are involved within the organization, either presently or within the past 5 years, been involved in any legal litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.

- 4) Has your organization ever failed to complete any work awarded? Or, after your organization has been awarded a contract, have you had any contracts terminated early and why?

- 5) What will be the mode of communication between onsite staff, shift leads, management, and City of Lewisville staff?

- 6) What will the corrective action procedure be to ensure that problems are solved quickly and not repeated?

- 7) Describe your firm's established "proactive" Quality Control program that you will be providing to the City that ensures a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.

- 8) Will the account supervisor assigned to the City be responsible for other accounts?

9) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.? Note: Background checks must comply with city requirements.

10) How does your company recruit employees? How many full-time employees does your company employ? How many part-time employees does your company employ? Regarding all employees within your organization, how many are located in the DFW area? Do you provide benefits to all employees?

11) Include a summary of your firm's training and injury/illness prevention and safety programs.

12) Is your firm planning to subcontract portions of the work? Yes ____ No ____ . If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

13) Provide a detailed list of the equipment that will be used to complete the requirements of this contract.

14) What chemicals will be used in the course of cleaning? Please provide a detailed list of the products and their purpose. Are products Green Seal certified?

15) Discuss your company's experience with handling recycled materials in facilities with recycling programs for paper, plastic, cardboard, metal beverage containers, etc. What training do you provide to your employees to ensure recyclables collected are kept separate from trash?

16) Provide detailed description of services your company has supplied to entities that involve cleaning of:

- a) Municipal Government Entities
- b) Jails
- c) High Security Areas

17) Provide a copy of your company's certificate of insurance, , and W-9.

18) List three references on this questionnaire.

19) Simplify the work plan for The City of Lewisville. Regarding monthly cleaning services, please include estimated hours for custodial services per building, number of estimated staff that will be on site per building, and estimated time of day staff will provide this service.

References – Vendor Work History

Provide three contracts similar in size, complexity, and type during the past five years that your company has been awarded. Example: Municipalities, libraries, high security areas and high traffic public facilities.

- 1) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

- 2) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

- 3) Client Name: _____
Contact Name: _____
Phone Number: _____
Email Address: _____
Date of Services: _____
Description of service provided: _____

The City reserves the right to contact any customer you have provided services to in order to document the quality of services provided.

Work Plan

Show proposed work schedule to perform this contract.

	Number of days per week to clean:	Number of estimated hours to clean facility per day:	Number of custodial staff that will be on site to clean per day:	Estimated time of day cleaning:
1. City Hall & Well House	5			
2. Municipal Annex	5			
3. Dispatch	7			
4. Lewisville Grand Theatre*	7			
5. Library/Community Room*	6			
6. Fleet & Facilities Building	5			
5. Police & Fire Temporary Building	5			
6. PD Jail*	7			
7. Fred Herring Recreation Center*	7			
8. Hedrick House*	5			
9. Kealy Operations Center	5			
10. Park Operations	5			
11. Animal Shelter & Adoption	5			
12. Wellness Center	5			
13. Victors Information Center	5			
14. Water & Wastewater Treatment	5			
15. Police Firing Range*	5			
16. CrossFit Facility (Workout Room)	5			
17. Lewisville Public Safety Complex	(Opens 2025)	(Opens 2025)	(Opens 2025)	(Opens 2025)

*Schedule may change as per events, rentals, and training schedule.

SUPPLEMENTAL TERMS AND CONDITIONS

Upon notification of award by the City, the contractor shall have 21 calendar days to have a minimum of sixteen (16) employees cleared through a background check and must provide the background check to the Facilities Supervisor for verification prior to beginning actual work. Within ten (10) business days after notice from the Facilities Supervisor any employees working in sensitive areas of the City will be required to be cleared through a CJIS background check and must provide the CJIS check to the Facilities Supervisor for verification. In the event the contractor does not have a minimum of sixteen (16) employees cleared for work, the City, at its discretion, may terminate this contract.

Each vendor must include on the questionnaire a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which 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.

City of Lewisville reserves the right to reject any proposal based upon the vendor's prior history with the City 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.

Company Name

Signature

Date

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ **Date:** _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM
NAME
TITLE

AUTHORIZED
REPRESENTATIVE
&

STREET ADDRESS and/or P.O. BOX
NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but

unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. EXHIBIT A

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party’s intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27.INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28.TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30.INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY

PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the

Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

CITY OF LEWISVILLE PURCHASING DIVISION

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Bidder (Print Name):	
Bidder Signature:	I
Job Title:	I
Signature of company official authorizing this bid:	
Company Official (Print name):	I
Job Title:	I

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to four (4) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed one hundred and eighty (180) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION - SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

INSURANCE REQUIREMENTS

GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability - as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises - Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

03/21/2018

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation - All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, WDGMENTS, COSTS AND EXPENSES FOR PERSONAL INWRY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE ORF AULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENT AL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Texas _____
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Joshua Prescott Title Senior Director
Email Address jprescott@regentsvc.com Telephone No. 817-984-1761
Mailing Address 101 St Louis Ave City Ft Worth State TX Zip 76104

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Joshua Prescott Title Senior Director
Email Address jprescott@regentsvc.com Telephone No. 817-984-1761
Mailing Address 101 St Louis Ave City Ft Worth State TX Zip 76104

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Joshua Prescott Title Senior Director
Email Address jprescott@regentsvc.com Telephone No. 817-984-1761
*Physical Business Address 101 St Louis Ave City Ft Worth State TX Zip 76104
**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____
- b. **General Partnership**
- i. Legal name of Partnership: _____
- ii. Physical business address: _____
City _____ State _____ Zip _____

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VENDOR SUPPLEMENTAL INFORMATION

c. **Limited Partnership**
i. Legal name of Limited Partnership: _____
ii. General Partner(s):
• If a legal entity, name of the entity: _____
• If an individual, name of the individual: _____
iii. Physical business address: _____
City _____ State _____ Zip _____

d. **Corporation**
i. Legal name of Corporation: Southlake Leasing & Management dba Regent Services
ii. Physical business address 101 St Louis Ave
City Ft Worth State TX Zip 76104

e. **Limited Liability Company**
i. Legal name of Limited Liability Company: _____
ii. Physical business address _____
City _____ State _____ Zip _____

f. **Other Entity (not listed)**
i. Legal name and type of Company: _____
ii. Physical business address _____
City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? No Yes

7. a. Are you a publicly traded business? No Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? No Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? No Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature:  Date: 6/30/25

Print Name: Taylor Prescott Print Title: CFO

Form 503
(Revised 09/13)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
SEP 06 2016
Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Regent Services

Entity Information

2. The legal name of the entity filing the assumed name is:

Southlake Leasing & Management, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 800302540

5. The state, country, or other jurisdiction of formation of the entity is: Texas

6. The entity's principal office address is:

101 Saint Louis Ave

Street or Mailing Address

<u>Fort Worth</u>	<u>Texas</u>	<u>USA</u>	<u>76104</u>
<i>City</i>	<i>State</i>	<i>Country</i>	<i>Postal or Zip Code</i>

Period of Duration

7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

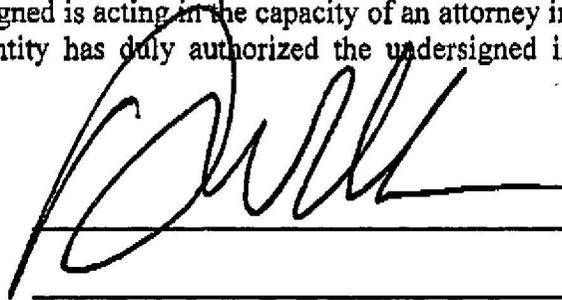
All counties with the exception of the following counties: _____

Only the following counties: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 8/24/2016

A handwritten signature in black ink, appearing to be 'Bull', written over a horizontal line.

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

Professional Janitorial & Porter Service Proposal

Prepared for:

Request for Proposal



City of Lewisville

RFP #25-74-P – Custodial Services

Submitted By:



Regent Services

Claudia Vasquez
101 St. Louis Ave
Fort Worth, TX 76104
C: 682-313-5593

cvasquez@regentsvc.com

Joshua Prescott
101 St. Louis Ave
Fort Worth, TX 76104
C: 682-352-3992

jprescott@regentsvc.com

June 20th, 2025

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June 20th, 2025

City of Lewisville
Custodial Services

Introduction: Custodial Services RFP #25-74-P (Janitorial, Porter, Consumables, Floor Care, & Window Cleaning Services)

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 City of Lewisville. 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.

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 City of Lewisville 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, City of Lewisville 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 building. Please call if you have any questions or need additional information as you review our proposal.

Sincerely,

Joshua Prescott

Joshua Prescott
Senior Director

Regent Services
101 St. Louis Ave.
Fort Worth, Texas 76104
682-352-3992 – Cell
817-984-1761 – Office
817-984-1297 – Fax

jprescott@regentsvc.com | www.regentsvc.com

Summary of Charges

Subject: Custodial Services RFP #25-74-P for City of Lewisville

- A.) Janitorial Services: Regent Services "Contractor" 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 written specifications attached. Contractor agrees to furnish such special services for a period of one (1) year, the dates yet to be agreed upon.
- B.) Annual Increase: Should there be no changes to the Scope of Work, Contractor shall be entitled to an annual fee increase of 3%. Any changes or extension of services beyond the initial term of the Statement of Work will require an additional Statement of Work to be agreed upon by both parties and may necessitate a change in compensation, including to account for changes in inflation and cost of living.

****See Appendix C for PRICING TEMPLATE (also submitted in Bonfire).****

- C.) Square Footage Adjustment Rate: Additions or Deletions to the Cleanable Square Footage will be at the above rates. Customers must notify Contractor of any additions or deletions each month. ONLY APPLICABLE TO JANITORIAL SERVICE ACCOUNTS.
- D.) Supplies: *Contractor will furnish and bill back at cost all consumable products inclusive of but not limited to: toilet tissue, hand towels, seat covers, trash liners, hand soap, hand sanitizer, urinal mats & screens and feminine products. UPON REQUEST.

Service Schedule

Janitorial service operations described in this comprehensive program will be performed 5 days per week.

Holidays: Contractor will observe holidays observed by the customer. Contractor is prepared to adapt to this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Fourth of July
Christmas Day

Emergency and Special Labor Request Rates: Any additional labor requests made by customer will be billed back:

Regular Hours – Monday – Friday (7:00am to 4:00pm):	\$32.50 per hour**
After Hours & Weekends – After 4:00pm M-F & Saturday – Sunday:	\$48.75 per hour**

**Rates above do not include applicable State Sales Tax

Invoicing

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 30 days. Square Footage Adjustments and changes occurring after the billing date are adjusted on the following month's invoice.

Provisions to Agreement

Contractor Shall:

- 1.) Provide all supervision, labor and equipment to ensure performance of services specified in the agreed janitorial specifications
- 2.) Perform all work on scheduled, except when prevented by strike, Act of God, accidents or other circumstances out of Contractors control.
- 3.) Provide personnel who have been determined to be honest, dependable and neat in their personal appearance and in their work habits. Personnel will be provided with appropriate uniforms, if required.
- 4.) Be responsible for proper storage of cleaning equipment and supplies.
- 5.) Instruct cleaning personnel to abide by Customer's rules and regulations pertaining to safety and security while on premises.
- 6.) Exercise that degree of care in the performance of duties necessary to prevent damage to any part of the building or the furnishing items therein.
- 7.) Provide public liability and property damage insurance in the amounts deemed sufficient by the Customer; to furnish certificates evidencing such insurance and to hold the Customer harmless from and indemnified against loss, damage, cost or expense by reason of any negligence arising from or caused by the negligence of the Contractor, its officers, agents or cleaning personnel.
- 8.) Key Exercise and Control provided. Staff will check in/out with security and badges and keys will be returned to security at the end of the shift.
- 9.) Cause any or all of the cleaning personnel working in the facility to submit a polygraph examination upon written request from the Customer for such examination. Such polygraph examinations shall be conducted by a qualified polygraph examiner. The results of each polygraph shall be shared by the Customer and the Contractor.
- 10.) The cost of the polygraph examination shall be administered as follows:
 - a. Positive Results (Indicates Guilt) – The Contractor shall pay all costs, plus make reasonable restitution to the Customer or Tenants within.
 - b. Negative Results (Indicates No Guilt) – The Customer or Tenant within shall pay all costs of tests and fees.
 - c. Inconclusive Results – The Customer may elect to have additional examinations administered, in which case #1 and #2 would apply; or the Customer and the Contractor would negotiate an agreeable settlement or share costs equally.

Customer Shall:

- 1.) Provide adequate assembly area for cleaning staff and provide storage facilities for the cleaning equipment and supplies required to perform services.
- 2.) Provide trash receptacles.
- 3.) Provide trash disposal facilities and services.
- 4.) Provide necessary keys to cleaning personnel for entry, parking, doors and closets.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20____, by and between Southlake Leasing & Management, Inc dba Regent Services, with its principal place of business located at 101 St Louis Ave, Fort Worth, Texas 76104 and City of Lewisville.

Direct Hire Fees and Payment Terms: Customer agrees to pay Contractor a Direct Hire placement fee of 10% of the annualized base salary for the first year of employment with Customer for each Direct Hire ("Customer Fee"). Neither Customer, nor any of Customers affiliates shall hire or contract with, directly or indirectly any personnel provided by Contractor to Customer for a period of one (1) year from date of Contractor referral unless Customer pay Contractor the fees set forth in this Agreement. The Customer Fee shall be considered earned upon the personnel's start date with Customer. Payment, plus any sales tax as required by applicable state law, shall be due within 10 days for Direct Hire's start date with Customer.

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. It is agreed that this Agreement shall have no term length but may be terminated by either party giving a Thirty (30) Day Notice to the other. Such notice of termination must be made in writing and sent via "Certified Mail, Return Receipt Requested" and that this Agreement contains all understandings and confirms all promises and stipulations.

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

Southlake Leasing & Management, Inc.
dba Regent Services

City of Lewisville

By: _____

By: _____

Name: _____

Name: _____

Date: _____

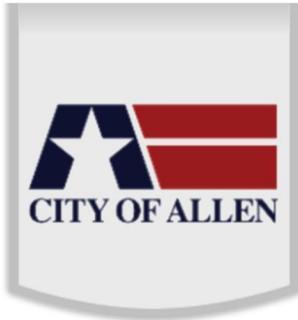
Date: _____

Title: _____

Title: _____

APPENDIX A

Regent Services Reference Page



City of Allen
Bobby Trevino
Facilities Manager
214-509-4631
btrevino@cityofallen.org
648,613 SF
Customer since October 2010



City of Southlake
Kurt Ackerman
Facilities Manager
kurtackerman@ci.southlake.tx.us
110,043 SF
Customer since March 2011



McKesson/US Oncology
Sam Reta
Property Manager
Sam.reta@mckesson.com
72,659 SF
Customer since January 2010



City of Grapevine
Chad Hester
Facilities Manager
chester@grapevintexas.gov
310,349 SF
Customer since September 2010



HCA Medical Center Arlington
Linda Williams
Facilities Manager
linda.williams@hcahealthcare.com
Hospital Staffing
Customer Since May 2014



THR Dallas Presbyterian
Ron Turner
Facilities Manager
ronturner@texashealth.org
Hospital Staffing
Customer Since July 2016



Crothall Healthcare
Alan Williams
Facilities Manager
alan.williams@crothall.com
Customer since December 2013



Medical Center of Lewisville
Chris Johnson
Facilities Manager
christopher.johnson3@hcahealthcare.com
Customer since January 2016



Methodist Dallas Medical Center
Tremisha Rodas
Facilities Manager
tremonisharodas@mhd.com
Customer since October 2016

Regent Services Reference Page



Michael Cleveland
XTO Energy, Inc
Building Operations Manager
817-885-3472
michael_cleveland@xtoenergy.com
702,903 SF



Laura Hagan
Verador Property Management
Property Manager
817-877-3555
laura.hagan@veradorpm.com
275,760 SF



Carma Bohannon
Hilts Lunsford
Property Manager
817-338-1200
cbohannon@hilfortworth.com
242,675 SF



Matt Hopwood
TCRG Properties
Leasing Director
817-626-989
matt@tcrg.com
421,952 SF



Maranda Auzenne
Trademark Properties
Senior Facilities Manager
469-865-9267
MAuzenne@trademarkproperty.com
Alliance Town Center



Pattie McClean
Hillwood Properties
Senior Property Manager
817-224-6091
pattie.mcclean@hillwood.com
405,192 SF

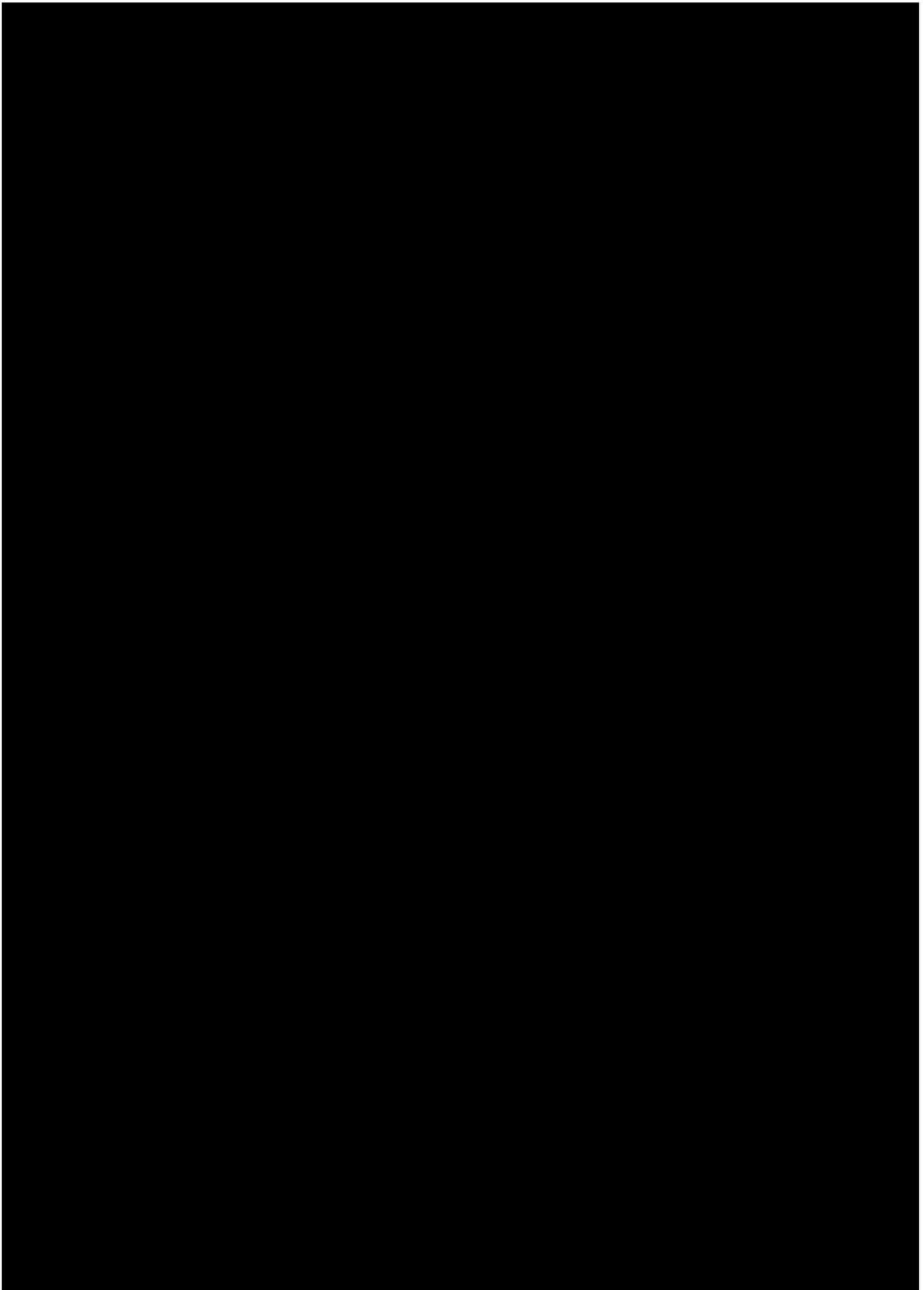
APPENDIX B

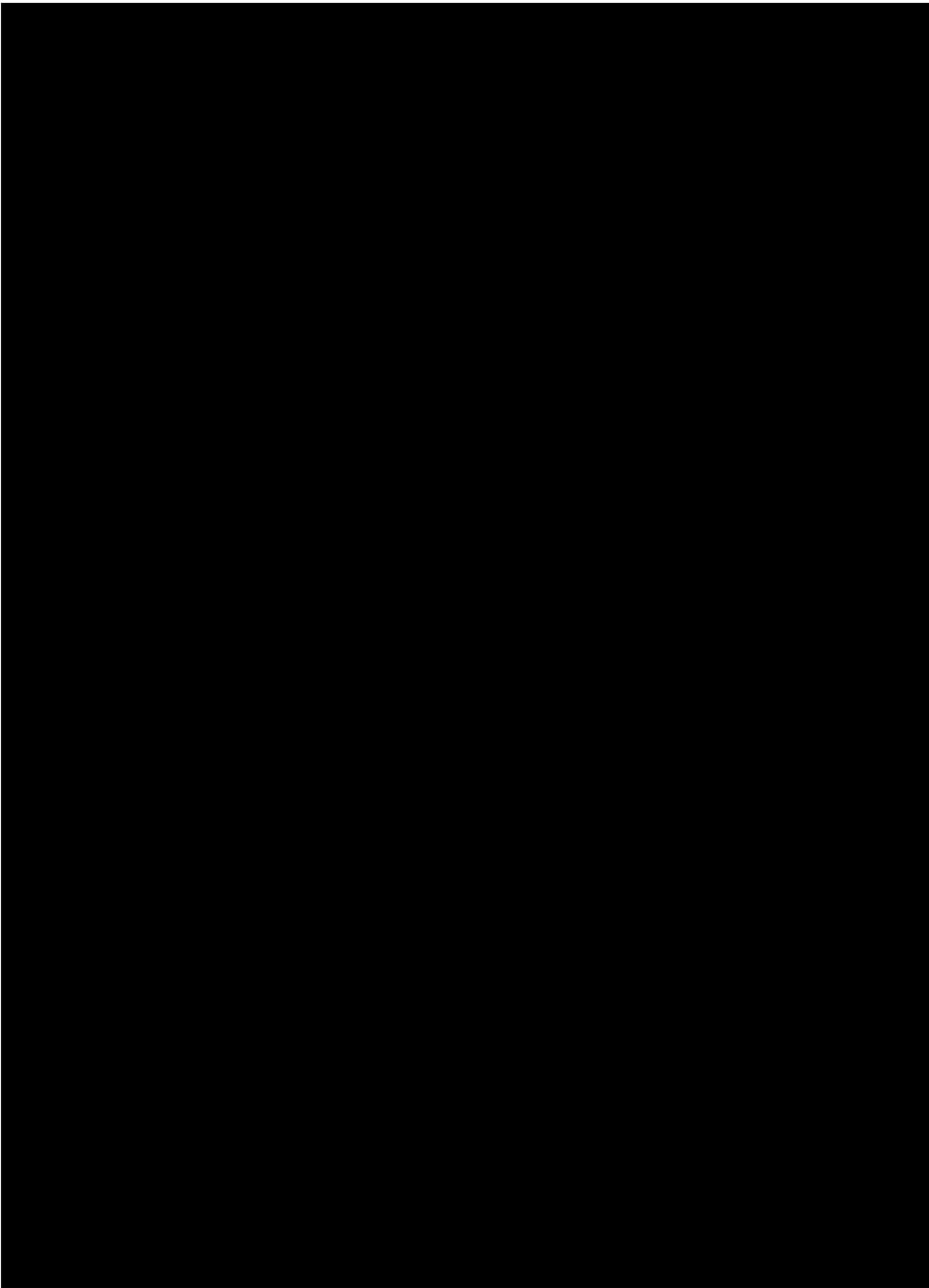


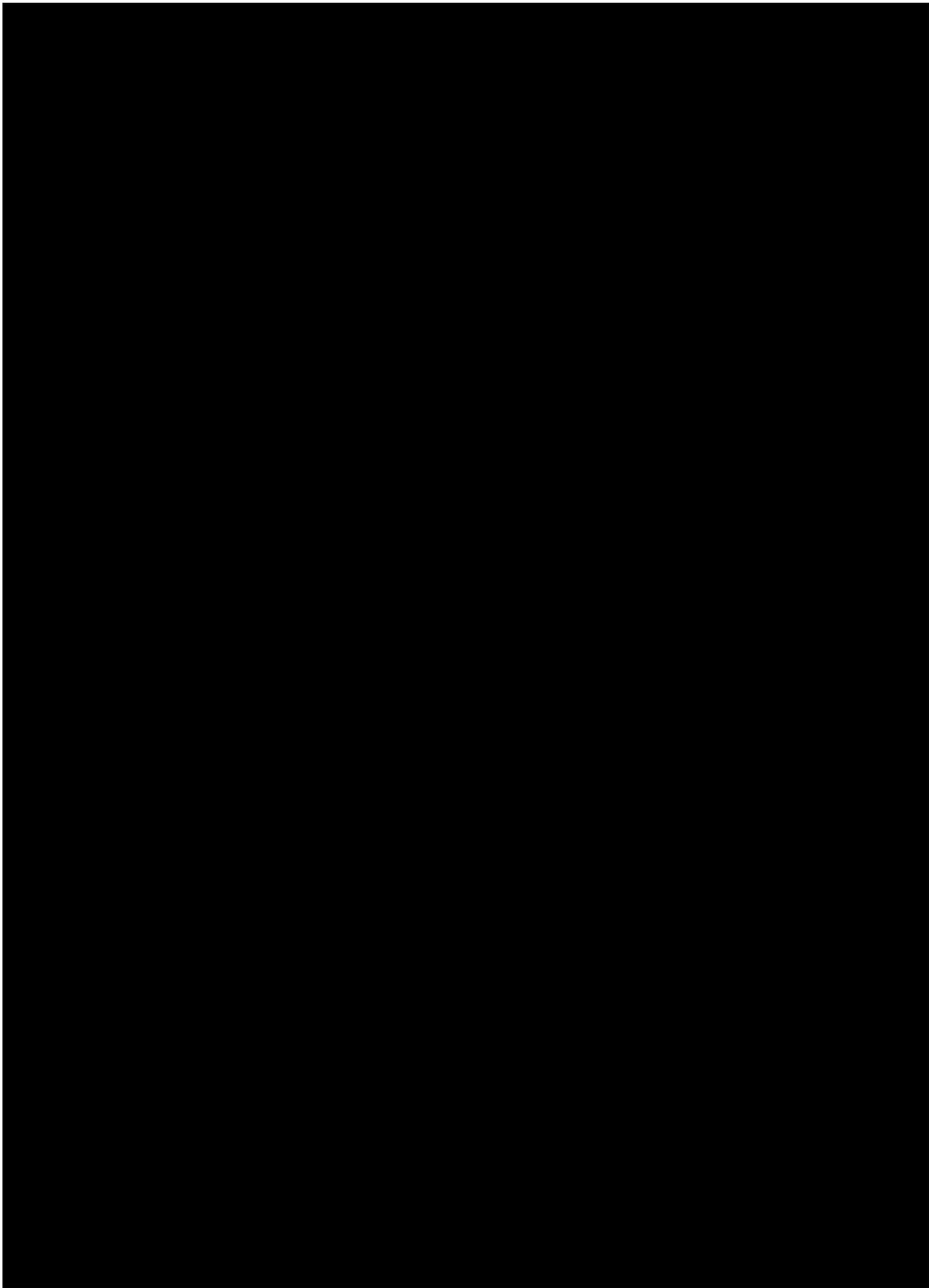
TASK DESCRIPTION	DAYS PER WEEK					MONTHLY
	1	2	3	4	5	
DUSTING						
Detailed, High & Low Areas						X
Standards, Spaces Within Normal Reach					X	
SPOT CLEAN/WIPE OR DAMP WIPE						
Walls, Light Switches, Door Handles		X				
Entrance Glass		X				
Doors/Frames		X				
Common Area Glass/Lobby Glass Entrance		X				
Flooring in Common Areas					X	
Break Room & Coffee Bar Countertops					X	
Common Drinking Fountains			X			
SWEEP/DUST MOP						
Sweep/Dust Mop Hard Surface Floors					X	
DAMP MOP						
Hard Surface Floors					X	
VACUUM						
Common Area Mats					X	
Spot Vacuum				X		
Detail Vacuum	X					
REST ROOMS						
Pick up any debris and sweep floor.					X	
Disinfect all applicable hard surfaces.					X	
Replenish & Stock Supplies					X	
Clean Mirrors & Glass					X	
Empty Trash & Feminine Hygiene Receptacles					X	
Damp Mop/Disinfect Floors					X	
High Dust Vents & Light Fixtures						X
Remove Stains & Descale Toilets & Urinals	X					
TRASH & RECYCLE REMOVAL/REPLACE LINERS AS NEEDED						
Replace Trash & Recycle Liners - As Needed					X	

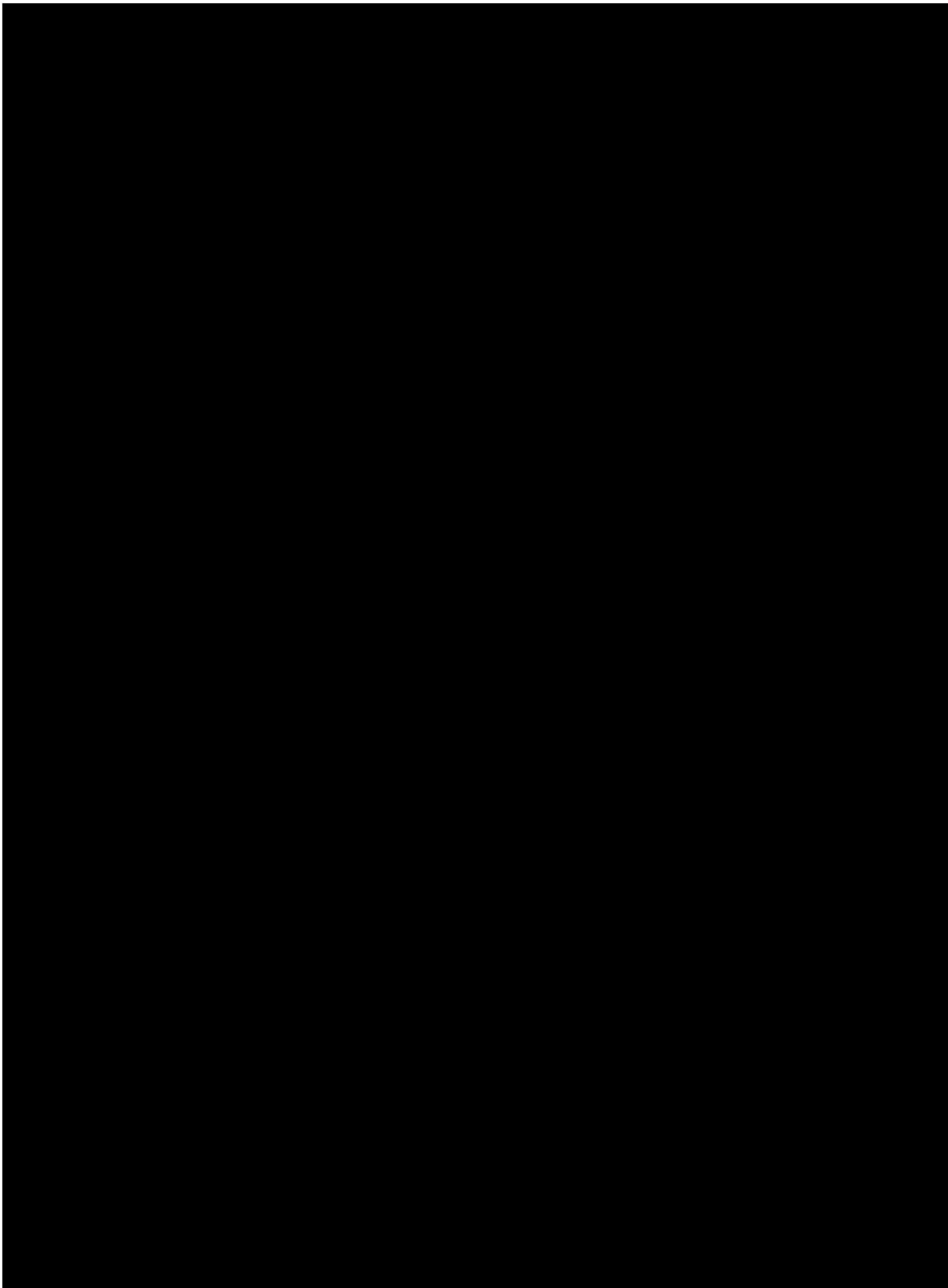
APPENDIX C

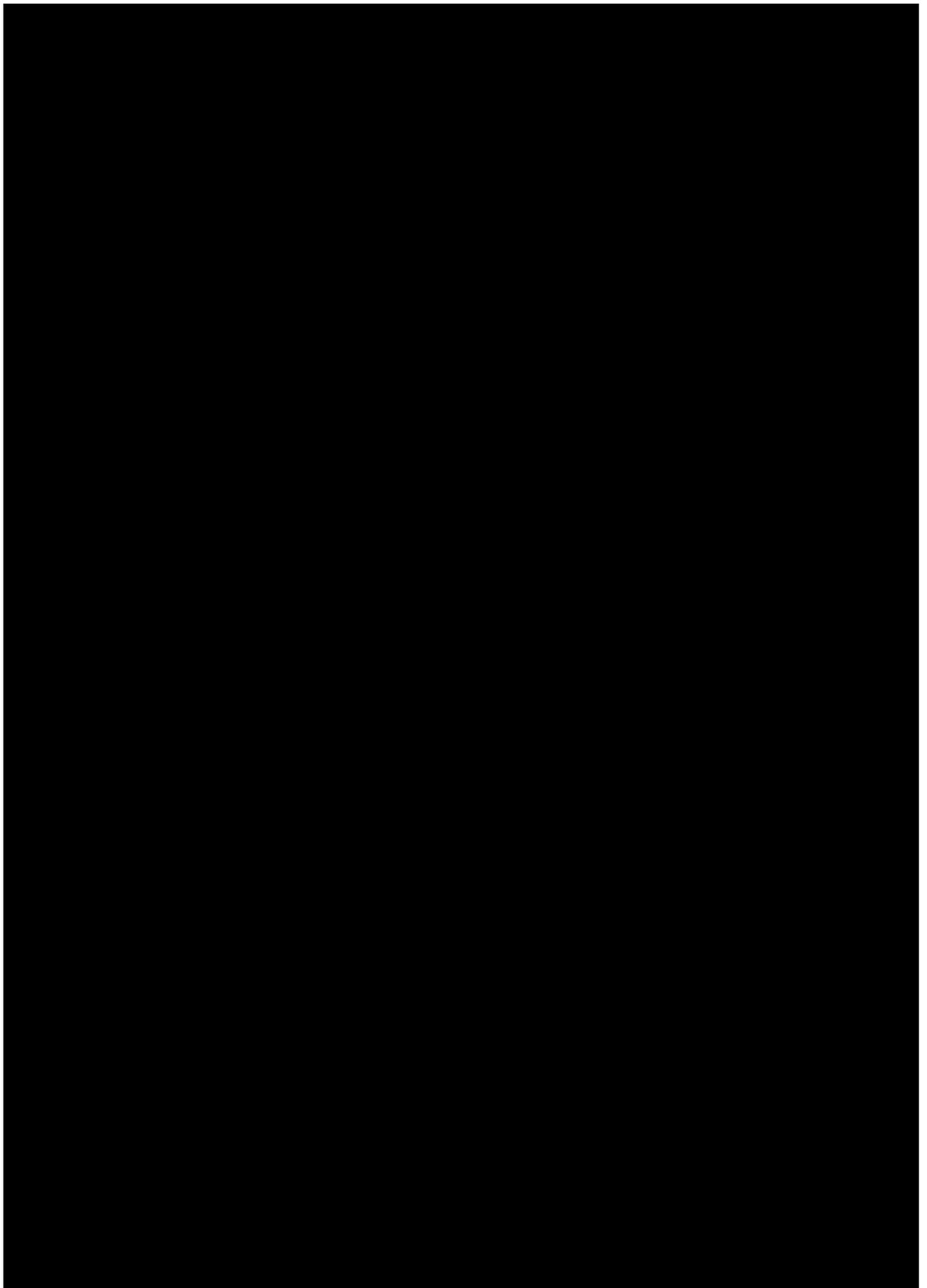


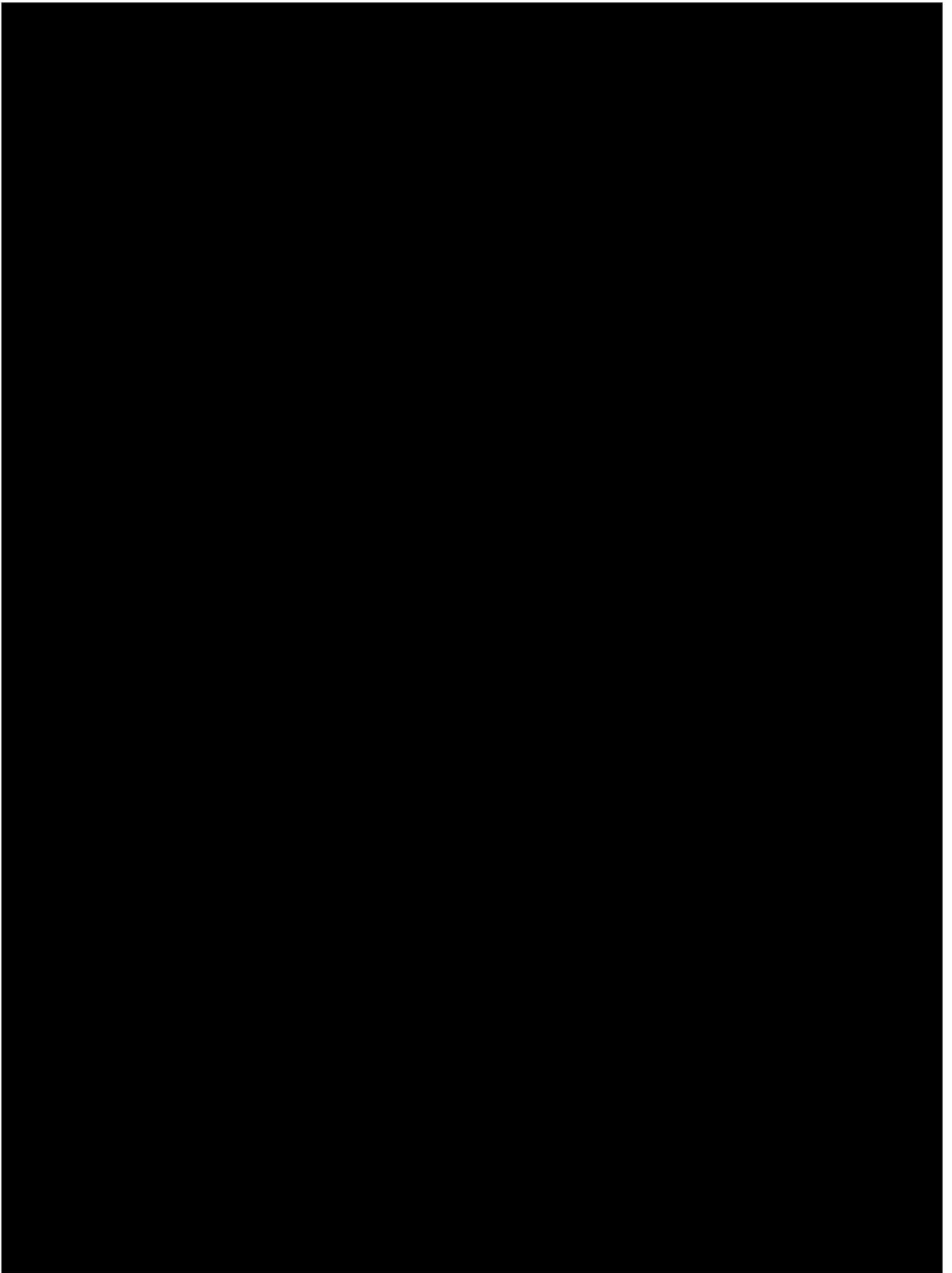


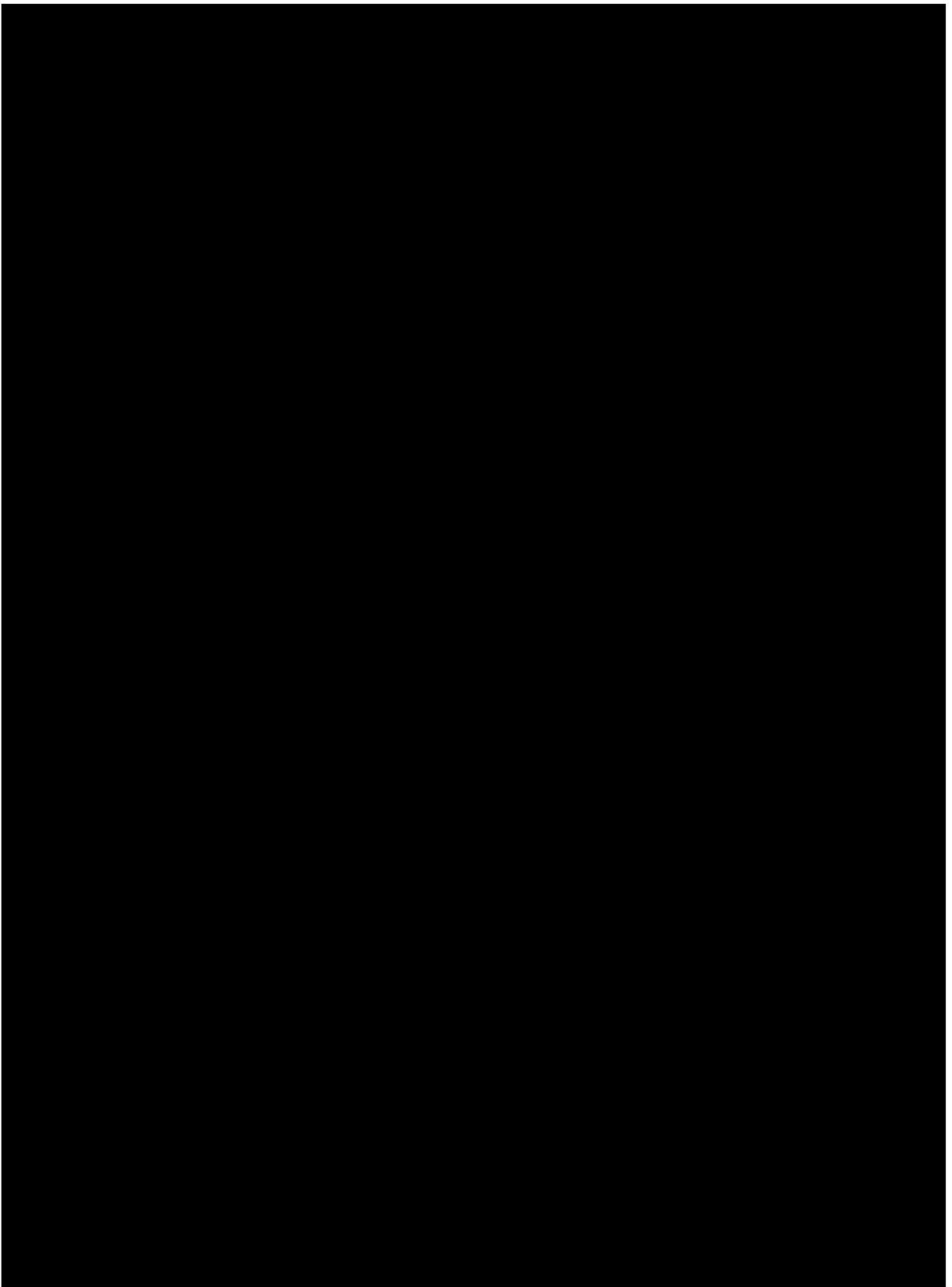


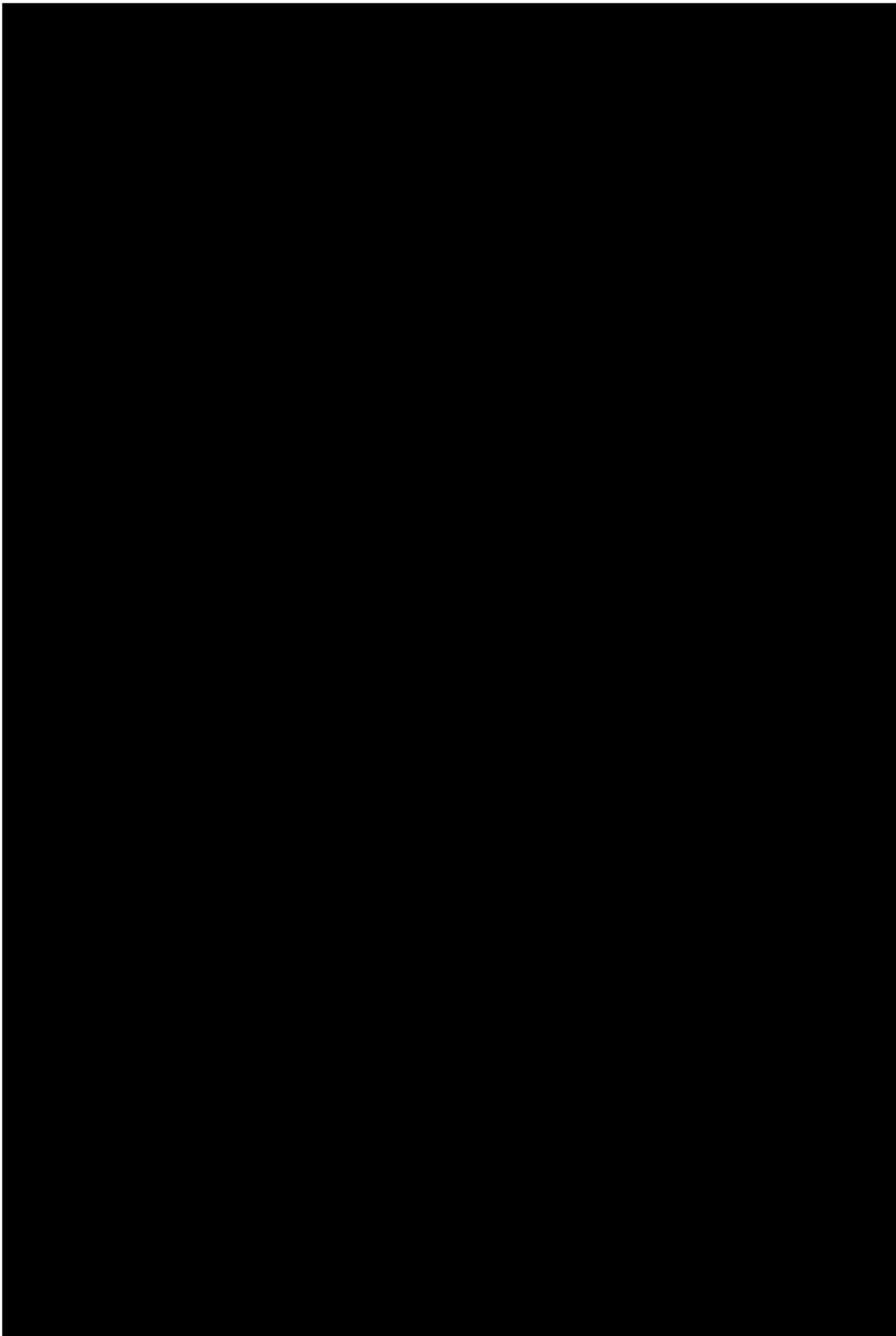












APPENDIX D

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Southlake Leasing & Management</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>Regent Services</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>101 St Louis Avenue</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Fort Worth, TX 76104</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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, see 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.

Social security number									
-				-					
or									
Employer identification number									
2	0	-	5	9	7	5	3	2	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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
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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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.

Sign Here	Signature of U.S. person		Date	1/6/25
------------------	--------------------------	---	------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

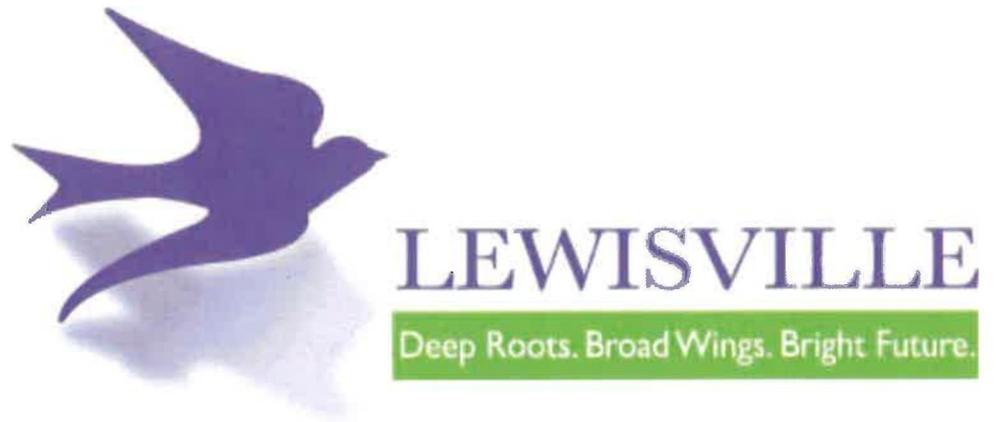
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX E



CITY OF LEWISVILLE

ANNUAL CONTRACT FOR CUSTODIAL SERVICES

**REQUEST FOR PROPOSAL
#25-74-P**

Proposals Due: Monday, June 23, 2025 – 1:00 pm

**SPECIFICATIONS
ANNUAL CONTRACT FOR
CUSTODIAL SERVICES
RFP #25-74-P**

INTRODUCTION

The purpose of this specification is to define the janitorial services requirement for various facilities owned and operated by The City of Lewisville that are included in this contract. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial contract from one contractor, to ensure clean and safe office facilities for employees and customers doing business with the City. This is an all-inclusive contract for Custodial Services, including all cleaning, supplies and consumable products.

GENERAL

Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. The City reserves the right to purchase more or less, as needed.

All pricing must be inclusive of transportation, labor, insurance, tools, materials, consumables and supplies, and incidental charges. **Contractor unit price must include the cost of all consumables.** Trip charges and/or mileage charges will not be authorized.

Custodial Services must be provided during non-business hours whenever possible and in compliance with building hours and special circumstances as listed on the line item for each individual building.

CONTRACTOR RESPONSIBILITY

The contractor shall provide safety data sheets of all chemicals used in each building. Safety data sheets (SDS) will remain at each location.

- The contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor is required to supply all other items necessary to clean all areas in accordance with specifications contained herein.
- Contractor's equipment shall be in good repair and able to operate efficiently and safely. Equipment shall be maintained clean to present a neat, professional appearance, in serviceable condition.
- The City will provide liquid soap, toilet tissue, trash can liners, and paper hand towels. Contractor may be responsible for the distribution of these supplies. Consumable supplies are not to be utilized for cleaning by the Contractor.

WORK AND STAFF PLANS

Contractor must provide to the City, in writing, how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Everything proposed including procedure, regularity, and staffing for each location, item, and task must be defined.

Work and Staff plans must be developed for each building and be as detailed as possible. Plans must be submitted as part of the proposal and followed throughout the term of the contract. Penalties may be applied if Contractor does not follow Work and Staff plans as submitted.

Plans must include the following minimum information:

- Each type of item and area that will be cleaned, the procedure by which it will be cleaned, the materials or equipment that will be used, and the regularity of the procedure.
- The minimum staff that will be provided for each building, as well as the staff member's activity in the building.
- Procedure to be used to manage recyclables.
- Staff transportation method. The Contractor must demonstrate the ability to get staff to the work site.
- The anticipated times for cleaning each building. Once the Custodial staff enters a facility the entire facility must be cleaned then re-secured. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**

QUALITY CONTROL PLAN

A Quality Control Plan must be submitted with the Contractor's proposal to assure the high state of readiness and cleanliness of the contract buildings. The plan must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected. The plan must detail methods of identifying deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.

SUPERVISOR

A supervisor shall be present and/or available to coordinate with the Facilities Supervisor and the contractor's staff at all times that crews are working in the City and must speak fluent English – no exceptions.

BUILDING PORTER

- Porter is to be provided as requested by the City.
- One position will be stationed at the Library/Annex/Fred Herring and will be responsible for maintaining these areas as per the schedule provided by the City.
- One position will be stationed at Lewisville Grand Theater and City Hall and will be responsible for maintaining this location as per the schedule provided by the City.
- A minimum of four (4) hours will be paid by the City when requesting Porter Service

KEY PERSONNEL

The Contractor must have a **minimum** of sixteen (16) employees assigned to this project at all times and must maintain this throughout the contract. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facilities Supervisor immediately in writing of all changes on contract personnel by

submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does constitute a satisfactory security risk, his/her employment on the contract will be denied.

- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City within 1 business days. Contractor must coordinate with Facilities Supervisor to obtain security permissions included but not limited to background checks and CJIS certification within 10 business days after notice.
- Personnel must be dressed in neat uniform at all times. Uniform to include company name. Shirt tails must be tucked in, no low riding pants or exposure of undergarments. Personnel arriving to work dressed inappropriately will be sent home and Contractor's supervisor will be notified immediately for replacement personnel.
- All work assignments of the custodial personnel will be coordinated with Facilities or designee and will include (but not limited to) the duties as listed per location in the Cleaning Schedule and Building Information document.

The Contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules
- Maintenance or replacement of cleaning equipment
- Notifying the City of any personnel changes
- Training of new personnel.

Personnel responsibilities include, but are not limited to:

- Report all fires, hazardous conditions, water leaks and items in need of repair to the proper authorities.
- Turn in personal items found during cleaning to City personnel.
- Close windows; turn off portable fans and heaters when not in use.
- Do not remove items on desks or office floors while cleaning.
- Do not unplug or turn off computers, copy machines, typewriters or other electrical equipment.
- Discard only the contents of the waste containers. No other items are to be thrown away without the express instruction of the building occupants.
- Office doors are to be left as found upon arrival after the area has been cleaned.
- Lights are to be turned off after completion of cleaning unless the area is occupied. Certain lights shall be left on for security reasons, to be designated by City personnel.
- Recycling and refuse shall be managed as directed by The City and placed in the appropriate designated dumpsters.
- Security access/burglar alarm system must be disarmed when entering and armed when leaving the facility.
- Must be able to clean Biohazards including but not limited to blood, vomit, and waste.

ALL PERSONNEL

- **Background Check:** The Contractor must provide the City with the full legal name, maiden name if applicable, social security number and legal address of Contractor and

employees working in City facilities. **Contractor and all employees who will work in buildings owned by the City will be required to provide a background check to the Facilities Supervisor for verification. Any personnel that will be working in sensitive areas of the City will be required to be cleared through a CJIS background check, in addition all personnel working in sensitive area will be required to pass a CJIS test before they are allowed on property. The CJIS background check will need to be given to the Facilities Supervisor for verification.** Personnel will not be allowed in City buildings prior to the completion of a background investigation. The City will cover this expense.

- **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.
- **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services. Contractor shall provide a training outline to the City's Facilities Supervisor upon request by the City. Training plans must include, at a minimum, general cleaning practices, and janitorial specific safety training.
- **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons.

EMPLOYEE LIST

The Contractor shall provide to the City's Facility Supervisor or designee an accurate list of all personnel who will be involved with this contract, including Janitorial and Management staff, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work. Changes to the list shall be reported, in writing, to the City's Facility Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Facility Supervisor, unless it is after hours, then the next business morning shall be acceptable.

BACKUP STAFF

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

UNAUTHORIZED PERSONNEL

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and /or other relatives. **Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.**

DISCIPLINE

At the City's request the Contractor shall immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- Theft, vandalism, use of City property, immoral conduct or any other criminal action.
- Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances which produce similar effects while on duty.

EMERGENCY CONTACT

An accountable and liable 24-hour point of contact must be provided with a cell phone or pager number. This point of contact will be contacted in the event of an emergency and must speak fluent English.

EQUIPMENT

All necessary cleaning equipment and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor. The following major equipment is needed at all buildings and must remain in the buildings. In emergency situations, City personnel may use this equipment for clean up purposes during regular business hours.

- Commercial upright vacuum cleaner and backpack unit;
- Mop/Mop Bucket;
- Push Broom/Dust Pan;
- Commercial wet/dry vacuum;
- Dusting equipment sufficient to reach all areas of the buildings;
- High speed floor buffing machine.

ACCESS/IDENTIFICATION CARDS AND KEYS

Custodial personnel entering City facilities will be provided a card for access and identification.

- All custodial personnel must carry Access/Identification cards whenever performing services on City property.
- Access/Identification cards must not be switched among employees and, must be returned upon the City's request, the employee separation or, contract termination. Failure to return card as described will result in a deduction from the Contractor's monthly payment in the amount of one hundred (\$100.00) per occurrence.
- Custodial Personnel may be issued keys for specific City Facilities.
- The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor are not lost or misplaced and are not used by unauthorized persons.
- Keys issued to custodial personnel must not be duplicated.
- Keys must be must not be switched among employees and, must be returned upon the City's request or termination of the contract.

- **At no time will the awarded Contractor or Contractor’s employee assist entry of anyone other than Contractor’s employee into City buildings. Non-employee, non-cleaning persons must not be on site while cleaning is being performed.**
- The City’s Facility Supervisor must be made aware of changes in custodial personnel, such as separations and new hires. New hires are not allowed until background checks are processed and approved.

SPECIAL CONSIDERATIONS AND CIRCUMSTANCES

City Council Meetings – No Cleaning will commence in or near the City Council Chambers or Atrium in City Hall on the 1st and 3rd Mondays of each month while City Council Meetings are in progress. Cleaning of these areas on the 1st and 3rd Mondays will be required at the conclusion of the City Council Meeting.

Hedrick House – Due to the “As Rented” use of the Hedrick House, this building must be checked and cleaned as scheduled.

Lewisville Grand Theater – Due to the nature of performance and event schedules, the City will provide a monthly event schedule for the building.

Police/Fire Training Facility – This is a training facility for police and fire staff; cleaning schedule may vary week to week, but cleaning schedule will be provided by the City.

Work Schedules – Custodial work schedules may require modification to accommodate long-term changes in City operations, special events or, conditions. Examples of “long-term changes”, “special events” or, “conditions” may include a change in Library operating hours, voting sessions, or an area getting cleaned too seldom or too often.

Jail Entrance - The awarded Contractor or, Contractor’s employee must always contact the Jailer prior to entering the Jail area. **At no time should Contractor or, Contractor’s employee be in the Jail area when a prisoner is not locked in a cell.**

Jail Cleaning - Jail cells that are not holding prisoners will be cleaned. Jail cells holding prisoners will not be cleaned on that day or, the prisoner may be moved at the janitor’s request, to a clean cell so the other may be cleaned. This facility is occupied 24/7 and must be scheduled to clean all days of the week. **The holiday schedule does not apply to this location.**

Dispatch - This facility is occupied 24/7 and must be scheduled for cleaning all days of the week. **The holiday schedule does not apply to this location.**

Temporary Facility - Will be communicated to the Contractor.

Tittle McFadden Public Safety Center (LPSC) – Will be opening in 2025 and will be added to all schedules.

Municipal Annex – This facility is currently undergoing a remodel and may have adjusted work schedules that will be communicated by the Facilities Supervisor to the Contractor.

The Community Room is included in this location but the cleaning schedule will be provided by the Library.

Holiday Closings - City facilities are closed and will not require cleaning on the following Holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Trash Collection/Recycling – Cleaning tasks includes trash and recyclables to be collected throughout the facilities. City facilities include containers (desk side & common areas) for separating recyclable materials from the trash. Contractor's employees must collect recyclables; keep them separate from trash and place in recycling dumpsters on site.

The occurrence of any of these circumstances must not affect the contract price. A change in the contract price may only be negotiated at the City's request in the event new or additional work is requested.

City Facilities may be temporarily closed or have modified hours for reasons including but not limited to power outages, natural disasters, fires, viral outbreak, or other unanticipated events. City staff will make every effort to communicate closures or operating hour changes in a timely manner to the Contractor's staff.

DESCRIPTIVE LITERATURE

Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information with regard to equipment and supplies to be furnished under this contract shall be submitted with Contractor's proposal.

INSURANCE/BOND

Insurance and a Commercial Crime policy/Fidelity Bond shall be supplied by the contractor within ten (10) days of notification of award. Insurance is as detailed in Insurance Requirements of this proposal document. A Commercial Crime policy or Fidelity Bond for a minimum of \$25,000.00 is required. The insurance and bond must be approved by the City prior to the commencement of work and shall remain in effect throughout the entire duration of this contract.

LEGAL COMPLIANCE

Contractor shall comply with all State and Federal laws, rules, and regulations concerning maximum hours worked, environmental conditions, and other employee considerations, affecting the performance of the contract.

ASSIGNMENT

The successful Contractor shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent from the of City.

CONTRACT TERM

The successful contractor will be required to enter into a contract with the City. This request for proposal, submitted documents, and any negotiations, upon acceptance by the City, may become

part of or be used to develop a contract that is equally binding between the successful contractor and the City.

The initial term the contract shall be a period of twelve (12) months. The term of the contract may be extended, if agreed upon by all parties, for up to four (4) additional twelve (12) month periods. The City shall have the right to terminate the contract at any time, without penalty, upon thirty (30) days written notice to contractor.

The City reserves the right to add square footage and additional facilities 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 City and the Contractor, and a change order to the contract shall be issued before the additional work begins.

The City 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-day (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 the percentage of square feet deleted in comparison to total building and a change order to the contract shall be issued.

TERMINATION OF CONTRACT

Should the Contractor, in the opinion of the City, fail to faithfully comply with the intent of the Contract as executed or render an unsatisfactory performance of the work pertinent to the contract, this Contract may be promptly terminated, in whole or in part, by the City with prior written notice. In such event, nothing contained herein shall be construed or interpreted as to prevent the City from immediately entering into another contract with another contractor for an unabated continuance of this critically needed service. Monies owed to the Contractor for services rendered to the date of termination shall not constitute a prolonging of the contract.

PERFORMANCE OF CONTRACT

City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award.

PENALTIES

- **Keys:** The Janitorial Services Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system, plus one hundred dollar (\$100.00) fine per occurrence.
- **Alarm System:** Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of one hundred dollars (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

- **Doors:** Any doors left unlocked, or alarm unset by the Contractor or Contractor's employee when leaving the building will be subject to a fee of \$200.00. In the event a door cannot be locked or an alarm set, the Contractor or Contractor's employee must notify the Police Department and Facilities Supervisor. Building exterior doors must not be left open for extended periods, in the event that they are a fee of two hundred dollars (\$200.00) will be deducted from the Contractor's monthly payment for each offense. **Cleaning in stages or portions which requires a building to be re-entered several times throughout the night will not be allowed.**
- **Damages:** The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.
- **Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the options of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.
- **Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Lewisville in writing.
- **Energy Conservation:** The Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on the light fixtures ONLY IN AREAS where work is in progress and turning off all lights when work is completed.
- **Recycling:** If it is determined that the Contractor or the Contractor's employees, are not maintaining recyclables from the trash, one hundred dollars (\$100.00) penalty fee will be deducted from that month's payment per occurrence.
- **Unauthorized Use:** If it is determined that the Contractor or the Contractor's employee, while providing contracted services, has used any City property or equipment (I.E., computers, copiers, fax machines, etc.) for personal use or for any reason not previously approved by the Internal Services Manager, the City reserves the right to immediately terminate the Contract in whole or in part.
- **Personnel:** Should replacement personnel or regular scheduled personnel not report to work as scheduled, the Contractor must notified the Facilities Supervisor within one (1) hour and the City will deduct a penalty of two hundred dollars (\$200.00) per incident from the monthly payment.
- **Scheduling:** In the event crews are absent from the building during regularly scheduled cleaning, an amount equal to twice the daily cost of cleaning each building, based on a thirty (30) day month, will be deducted from the Contractor's monthly payment for each day of the absence. In addition, penalties listed above will apply as well if the City chooses to use City personnel or another contractor to clean the affected area.
- **ID Cards:** In the event an access/id card is lost, stolen, or not returned, the Contractor's monthly payment will be reduced by one hundred dollars (\$100.00) for each incidence.
- **Should the Contractor fail to perform the required general specifications, a hundred dollar (\$100.00) per occurrence penalty fee will be deducted from that month's payment, and a copy of the violation forwarded to the Contractor's Supervisor.**

PROPOSAL DELIVERABLES

All proposals are to contain the following:

- **Title Page/Letter** - Showing proposer's business name, the name, address, telephone number, fax number, and email address of the contact person and the date of submission. The letter should also contain a statement as to why proposer feels their firm is the best qualified to provide the requested services. Include the history of the company, number of years in business and a listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years.
- **Experience/References** - Provide a list of the contractor's experience with like services to other similar clients, **including municipalities**. Describe the size and the type of project, scope of work, original budget, and length of time of contract. List dates of service, current phone number and email address of clients' representative(s) that can attest to the quality of services received. Include three (3) references. Local and/or municipal references preferred.
- **Work & Staff Plan** - Contractor must provide to the city how they will keep the City's facilities maintained and in a high state of cleanliness/readiness. Proposal must include procedure, regularity, and staffing for each location, item, and task must be defined.
- **Price** – Pricing shall be submitted as **unit prices** for the cleaning services requested in these specifications and related attachments. All pricing must be inclusive of transportation, labor, insurance, tools, materials and supplies, and incidental charges. Pricing is to be submitted in the "Proposal Pricing" section on Bonfire. **Do not include pricing within your other RFP paperwork.**
- **Purchasing Documents** – Provide all purchasing documents that require a signature.
- **Quality Control Plan** – Provide a plan that must give a detailed methodology on how the contractor will conduct weekly inspections covering all areas of responsibility. It must specify the areas to be inspected.

Vendor Qualifications & References - Providing Custodial Services must be the Contractor's principal business. Proposals must include the Contractor's work history and references for three (3) years for cleaning public facilities and complexes equal to the size of this contract. References must have valid contact names and phone numbers. Contractor shall submit information on its supervisory staff assigned to the project; provide headquarters, nearest office, and managing office for the project stated herein; and show level of organizational responsibility of key project staff members by submitting resumes. If applicable, Contractor shall submit information on its corporate sustainability goals and environmental responsibility practices.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

See Questionnaire:

- References and Experiences (Questions 1, 2, 3, 4, 16, 17, 18) 25 pts
- Work and Staff Plan (Questions 5, 6, 8, 9, 10, 19) 25 pts
- Quality Control Plan (Questions 7, 11, 12, 13, 14) 20 pts
- Sustainability Plan (Questions 1, 2, 14, 15) 10 pts
- Price (Bid Table) 20 pts

GENERAL INFORMATION

The RFP will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office. Proposals may be uploaded to Bonfire or delivered to the City of Lewisville Finance Administration – Purchasing Division at the address below, in a sealed envelope or box, clearly marked:

**RFP: 25-74-P ANNUAL CONTRACT FOR
CUSTODIAL SERVICES**

DATE: June 23, 2025 – 1:00 p.m.

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Kristi Byrd, Contract Specialist
Nicole Haney, Buyer
151 W. Church Street, Lewisville, TX 75057

Sealed RFPs, **one (1) original and one (1) PDF copy on a flash drive**, will be received by the Purchasing Division until **1:00 p.m., CST, Monday, June 23, 2025**.

The deadline for questions will be listed on Bonfire. All questions pertaining to this proposal must be submitted in writing via Bonfire. No verbal clarification will be given. **Questions will be answered on Bonfire via an Addendum.**

No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFP proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of ninety (90) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

An evaluation committee consisting of representatives from City departments will review proposals. Upon review of the proposals, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting proposals are expected to comply with federal, state, and local laws and regulations relative to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

PRE-PROPOSAL

A pre-proposal conference will be held at the date and time specified on Bonfire. While attendance of the pre-proposal conference is not mandatory, it is recommended due to the nature of the project.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

Questionnaire/Requirements for Custodial Services

RFP #25-74-P

- 1) Describe your firm's qualifications to provide the services specified in this RFP. Provide the firm's vision and mission statements, and key services offered. Include a description of your firm's commitment to environmental responsibility and sustainability.**

Regent Services has been in the janitorial business since 1980 and currently services over 400 contracts in the DFW area nightly. Our mission statement is centered around the commitment that Regent Services has to providing our customers with a cleaning service that consistently meets and exceeds both the customer's needs and expectations. This mission is achieved by ensuring that employees at all levels both understand and support the importance of achieving the common goal of meeting the customer's needs, and ensuring that all employees are trained to perform their job duties safely and efficiently. We are able to continue to provide quality to our customers by ensuring their expected results of a clean building, utilizing the most modern technology, ensuring all personnel are trained, and immediate and effective response to customer needs.

In addition to our general janitorial service, we also offer other facility maintenance services. These include floor maintenance such as wood floor refinishing and restoration, carpet cleaning, strip and wax, stone polishing and restoration, and concrete polishing and staining. We also offer interior facility maintenance such as disease control and prevention, computer room and data center cleaning, upholstery cleaning, odor control, restrooms and locker room sanitation and floor mat services. Exterior facility maintenance services include parking lot striping and resurfacing, window cleaning, power washing, graffiti removal, landscaping and lighting services and waste removal. Other specialty and general trade services we offer include high dusting, general painting, emergency 24-hour flood/water cleanup, electrical services, and many others.

- 2) What are your firm's professional affiliations and accreditations? Does your firm have any third-party certifications regarding environmental responsibility commitments?**

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

- 3) Has your company or officers that are involved within the organization, either presently or within the past 5 years, been involved in any legal litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.**

Not Applicable

- 4) Has your organization ever failed to complete any work awarded? Or, after your organization has been awarded a contract, have you had any contracts terminated early and why?

No

- 5) What will be the mode of communication between onsite staff, shift leads, management and City of Lewisville staff?**

Communication between City of Lewisville staff and Regent Services personnel will be vital to the success of this contract. The mode of communication between City of Lewisville staff and Regent Services personnel can take place in multiple ways. Phone Calls/voicemails, e-mails, and text messages are all preferred methods of communication. Communication via these outlets will ensure that all communication will be received and addressed in a timely manner.

Communication between City of Lewisville representatives and the Regent Services Account Manager can be handled through phone calls or e-mail. Routine problems or complaints should be addressed with the account manager in order for them to be handled effective. Addressing any and all issues through the account manager allows for a quick resolution. In emergency situations, we received emergency requests via phone call, e-mail or text messages. Depending on the details pertaining to the emergency, number of personnel needed to respond, and equipment needed, we can respond as quickly as a few hours up to 48 hours.

- 6) What will the corrective action procedure be to ensure that problems are solved quickly and not repeated?**

Should a problem occur, we work quickly to identify and resolve the issue. The account manager will inspect all facilities once a week. This is to identify any potential issues before they become issues. Should something continue to be an issue, this will be addressed by both the account manager and supervisor. The supervisor will oversee and instruct the employee to ensure the problem is resolved and will not be repeated.

- 7) Describe your firm's established "proactive" Quality Control program that you will be providing to the City that ensures a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.**

Regent Services utilizes a quality management tool called CompuClean. It is a full customizable, web-based control system that supports your quality goals and requirements for each facility. This system allows both the City of Lewisville and Regent Services to view inspection results, work order statuses, periodic maintenance schedules, and reports through an online portal. Benefits of the CompuClean system include automated communication, complete up to date work order status, round the clock access, communication and tracking, periodic scheduling and tracking, customized inspection and work order reports, and less time spent managing issues. Standard reports that can be provided include: total spend, inspection results, additional service detail, timekeeping, work order status, work order priority, training and safety, and response time.

- 8) Will the account supervisor assigned to the City be responsible for other accounts?**

The account manager assigned to City of Lewisville will be responsible for other accounts located in and around City of Lewisville. They are the main point of contact for the City and will be available by phone, e-mail, or text message at any time.

9) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.? Note: Background checks must comply with city requirements.

To maintain a safe and productive work environment, Regent Services expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Regent Services. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

In the event that an employee is unable to make it to work due to sick time, vacation, etc., Regent Services will ensure that a substitute employee is able to fill in to ensure duties are taken care of. All security requirements and background checks will be done on substitute employees beforehand to ensure no interruption of services.

10) How does your company recruit employees? How many full-time employees does your company employ? How many part time employees does your company employ? Regarding all employees within your organization, how many are located in the DFW area? Do you provide benefits to all employees?

Regent Services currently employs 95 full time employees and 74 part time employees. We recruit employees in multiple ways, with one of our main ways being the use of our website and staffing websites like Indeed. Over 95% of our employees are located in the DFW area. Based on the terms of the contract or collective bargaining agreement requirements, the employees staffing your facilities will be offered a selection of benefits that can include the following:

Salaried Personnel (Full-Time)

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

Hourly Personnel (Full-Time)

- Employee Participated Insurance
- Anniversary Awards
- Workers Compensation
- Paid Vacation
- Paid Holidays

11) Include a summary of your firm's training and injury/illness prevention and safety programs

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

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.

During the start-up phase, Regent Services Project Managers and Supervisors conduct employee training sessions 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 City of Louisville and Regent Services standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

All Regent Services employees receive safety orientation upon hire and monthly thereafter. Monthly training topics include handling of hazardous materials, SDS sheets and personal protective equipment, slips, trips, & falls, OSHA, cleaning for safety, pandemic prevention, blood borne pathogens, and other topics.

12) Is your firm planning to subcontract portions of the work? Yes ___ No X. If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

N/A

13) Provide a detailed list of the equipment that will be used to complete the requirements of this contract.

Please see attached Green Cleaning Chemicals & Equipment List.

14) What chemicals will be used in the course of cleaning? Please provide a detailed list of the products and their purpose. Are products Green Seal certified?

Please see attached Green Cleaning Chemicals & Equipment List. In addition to the chemicals listed, we also use a selection of Spartan Chemicals & Johnson & Johnson – Diversey Chemicals. Chemicals used for

this facility will be selected before the start of the contract. SDS sheets will be kept on site and can be provided to City of Lewisville personnel as requested.

15) Discuss your company's experience with handling recycled materials in facilities with recycling programs for paper, plastic, cardboard, metal beverage containers, etc. What training do you provide to your employees to ensure recyclables collected are kept separate from trash?

Servicing over 400 contracts in the DFW area nightly, each customer has different policies and procedures when it comes to handling recycled materials and recycling programs. With our experience, we are prepared to train our employees based on the recycling program required by City of Lewisville. We can tailor our monthly training topics with our employees to include trainings that are focused around ensuring recyclables are kept separate from trash.

16) Provide detailed description of services your company has supplied to entities that involve cleaning of:

- a. Municipal Government Entities
- b. Recreation Centers
- c. Indoor Aquatic Pool Areas

City of Grapevine – 310,349 sf – Customer since September 2010

City of Southlake – 118,043 sf – Customer since March 2011

City of Allen – 648,613 sf – Customer since October 2010

City of University Park -73,179 sf - Customer since September 2019

17) Provide a copy of your company's certificate of insurance, crime bond and W-9.

See attached

18) List three references on page three of this questionnaire.

See below.

19) Provide estimated number of hours anticipated for custodial services at Thrive. Include how many staff members will be assigned to this project, include job titles. Also, provide how many employees will be staffed each night for the general cleaning.

The estimated number of nightly hours for custodial service at City of Lewisville facilities are 52 hours nightly. Staffing is estimated to include 4 shift supervisors and 10 cleaners.

References – Vendor Work History

Provide three contracts similar in size, complexity and type during the past five years that your company has been awarded. Example: Municipalities, libraries, high security areas and high traffic public facilities.

1) Client Name: City of Southlake

Contact Name: Kurt Ackerman

Phone Number: 817-748-8102

Email Address: kurtackerman@ci.southlake.tx.us

Date of Services: March 2011-Present

Description of service provided: Janitorial and Facility Maintenance

2) Client Name: City of Grapevine

Contact Name: Chad Hester

Phone Number: 817-925-2875

Email Address: chester@grapevinetexas.gov

Date of Services: September 2010-Present

Description of service provided: Janitorial and Facility Maintenance

3) Client Name: City of Allen

Contact Name: Bobby Trevino

Phone Number: 214-509-4631

Email Address: btrevino@cityofallen.org

Date of Services: October 2010-Present

Description of service provided: Janitorial and Facility Maintenance

The City reserves the right to contact any customer you have provided services to in order to document the quality of services provided.

Work Plan

Show proposed work schedule to perform this contract.

	Number of days per week to clean:	Number of estimated hours to clean facility per day:	Number of custodial staff that will be on site to clean per day:	Estimated time of day cleaning:
1. City Hall & Well House	5	8.5	2	After 5:30 PM
2. Municipal Annex	5	6	2	After 5:30 PM
3. Dispatch	7	1	1	After 9:00 PM
4. Lewisville Grand Theatre*	7	3.5	2	After 12:30 PM
5. Library/Community Room*	6	12	3	After 10:00 PM
6. Fleet & Facilities Building	5	1.5	1	After 8:00 PM
5. Police & Fire Temporary Building	5	3.5	2	After 6:00 PM
6. PD Jail*	7	3	1	After 7:30 PM
7. Fred Herring Recreation Center*	7	5	2	After 9:30 PM
8. Hedrick House*	5	1	1	After 10:00 PM
9. Kealy Operations Center	5	3	1	After 5:30 PM
10. Park Operations	5	1	1	After 5:30 PM
11. Animal Shelter & Adoption	5	1.5	1	After 9:00 PM
12. Wellness Center	5	.5	1	After 5:00 PM
13. Victors Information Center	5	1	1	After 5:30 PM
14. Water & Wastewater Treatment	5	1	1	After 5:30 PM
15. Police Firing Range*	5	.5	1	After 5:30 PM
16. CrossFit Facility (Workout Room)	5	1	1	After 5:30 PM
17. Lewisville Public Safety Complex	(Opens 2025)	(Opens 2025)	(Opens 2025)	(Opens 2025)

*Schedule may change as per events, rentals, and training schedule.

SUPPLEMENTAL TERMS AND CONDITIONS

Upon notification of award by the City, the contractor shall have 21 calendar days to have a minimum of sixteen (16) employees cleared through a background check and must provide the background check to the Facilities Supervisor for verification prior to beginning actual work. Within ten (10) business days after notice from the Facilities Supervisor any employees working in sensitive areas of the City will be required to be cleared through a CJIS background check and must provide the CJIS check to the Facilities Supervisor for verification. In the event the contractor does not have a minimum of sixteen (16) employees cleared for work, the City, at its discretion, may terminate this contract.

Each vendor must include on the questionnaire a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which 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.

City of Lewisville reserves the right to reject any proposal based upon the vendor's prior history with the City 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.

Southlake Leasing & Management, Inc. dba Regent Services
Company Name

Joshua Prescott
Signature

06/20/2025
Date

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Southlake Leasing & Management, Inc.

Firm Name: dba Regent Services Date: 06/20/2025

Authorized Signature: *Joshua Prescott*

Printed Name: Joshua Prescott

SIGNATURE PAGE

TYPE OR PRINT:

Regent Services

FIRM
NAME
TITLE

101 St. Louis Ave

STREET ADDRESS and/or P.O. BOX
NO.

Fort Worth, TX 76104

CITY/STATE/ZIP CODE

20-5975326

Joshua Prescott; Senior Director

AUTHORIZED

REPRESENTATIVE
&

(817) 984-1761

A/C PHONE NUMBER

(817) 984-1297

A/C FAX NUMBER

jprescott@regentsvc.com

FIRM'S TAX IDENTIFICATION NUMBER E-MAIL ADDRESS

<p><u>Joshua Prescott</u> <u>06/20/2025</u></p> <p>SIGNATURE DATE</p>

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but

unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. EXHIBIT A

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27.INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28.TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30.INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY

PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the

Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Southlake Leasing + Management, Inc
dba Regent Services

Contractor Name

Josh Prescott

Authorized Signature

06/20/2025

Date

CITY OF LEWISVILLE PURCHASING DIVISION

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	Regent Services
Address:	101 St. Louis Ave
City, State, Zip:	Fort Worth, TX 76104
Phone:	817-984-1761
Email:	jprescott@regentsvc.com
Bidder (Print Name):	Joshua Prescott
Bidder Signature: I	<i>Joshua Prescott</i>
Job Title: I	Senior Director
Signature of company official authorizing this bid:	<i>Bryan Walsh</i>
Company Official (Print name): I	Bryan Walsh
Job Title: I	Owner

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to four (4) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed one hundred and eighty (180) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION - SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability - as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises - Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

03/21/2018

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation - All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, WDGMENTS, COSTS AND EXPENSES FOR PERSONAL INWRY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE ORF AULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENT AL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

APPENDIX F



25-74-P Custodial Services

Addendum #1

1.

What is current pricing and/or last bid tab.

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

2.

When is the estimated award or contract start date?

Estimated late July, early August.

3.

Could you please clarify whether the penalty for an alarm triggered by the Contractor is \$100 or \$200? Page 9 of the 01 - Cleaning Specifications document contains a discrepancy.

See revised specifications: Where applicable, the Contractor shall be charged a minimum of **one hundred and fifty dollars** (\$150.00) per call-out should Contractor or Contractor's employee, while in the process of entering or leaving the facility, misuse the security alarm system. If an alarm is set off by the Contractor or Contractor's employee, a fee of **two hundred dollars** (\$200.00) will be charged and deducted from the Contractor's monthly payment each time a facility technician or City Police Officer responds.

4.

Can you please confirm the minimum or living wage requirement for this solicitation?

The City's current minimum wage requirement is \$18.6966

5.

Is exterior window cleaning required within this solicitation? What is the height requirement?

Yes and the height requirement is 12ft.



6.

Please confirm that the City will cover the expense of background and CJIS background checks.

No, this is the Contractors responsibility.

7.

Can you please clarify the facility names? Facilities have various names across the BidTable, Work Plan, and Cleaning Task & Schedule. Dispatch is not listed on the BidTable, I see Jerry Galler Public Safety Training Center on the BidTable but this location is not listed anywhere else, etc.

Dispatch is located within the Lewisville Public Safety Center (LPSC). The Jerry Galler Public Safety Training Center is also listed as the Training Facility.

8.

Can you please provide the porter schedule and hours?

The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. Keep in mind we made need on call porters for Special Events and will coordinate between the Contractor and the Facilities Supervisor.

9.

Could you please confirm if whether carpet cleaning is included in the scope of this RFP? If so, please specify the required frequency of services.

Yes and can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

10.

Can you please clarify the facility names? Facilities have various names across the BidTable, Work Plan, and Cleaning Task & Schedule. Dispatch is not listed on the BidTable, I see Jerry Galler Public Safety Training Center on the BidTable but this location is not listed anywhere else, etc.

You can find the address to both listed under Kealy Complex on page 6 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.



11.

Who is responsible for consumables?

The Contractor is responsible, please take a look at the Specifications.

12.

Who is the Current vendor? Why is the current contract ending early?

Andrews Building Service, Inc. The current contract is ending early because we are bringing on the biggest facility the City has ever had and we have made multiple changes to the specifications and scope of work needed to clean each facility.

13.

Can a paper proposal copy be accepted?

Yes, the City is accepting paper proposals per the Specifications. Both electronic and paper proposals will be accepted.

14.

Will there be a zoom link to view the proposal opening?

No there will not be a zoom link to view the proposal opening.

15.

Can the Contractor subcontract the annual outside cleaning?

No, the City would not accept the Contractor to use a subcontractor at this time.

16.

Is there a minimum hourly requirement for the 16 staff members being required?

There is not an hourly requirement, that is up to the Contractor. The City just requires 16 staff to be available.



17.

Is striping and waxing required on the floors?

Yes, a once-a-year striping and waxing will be needed outside of the contract.

18.

Will a debriefing be available after the proposal closes?

Yes you can schedule a debriefing with Nicole Haney at nhaney@cityoflewiville.com.

19.

How do we communicate personnel changes?

Please see specifications and email the Facilities Supervisor.

20.

Are any other bonds required besides a fidelity bond?

No, just the fidelity bond is required.

21.

Will stone and granite restoration be needed outside?

No.

22.

Can you please provide the flooring breakdowns for the Wellness Center, Support Building (LPSC), and the Police and Fire Admin (LPSC) facilities?

This can be found on page 3 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.



23.

Can you please provide the addresses for the Parks Maintenance Shop and Public Services/Kealy Operations Center?

This can be found on page 6 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

Additional Information:

The Pre-Proposal meeting as scheduled on Bonfire was listed as mandatory due to a clerical error. This has been updated to non-mandatory to reflect the City's intent to keep this RFP competitive.



25-74-P Custodial Services

Addendum #2

1. Will strip & wax be included in this solicitation or priced separately?

Priced separately as needed by the City and the Facilities Supervisor will reach out for services annually.

2. Can a subcontractor be used for floor care and window cleaning services?

No, the City would not accept the Contractor to use a subcontractor at this time.

3. Can you please confirm the pre-proposal meeting was mandatory as listed in Bonfire? Would you also please provide a list of those who attended the meeting?

See Addendum 1.

4. is prebid site visit madatory for this?

There are no site visits as Contractors can view public buildings during normal business hours if needed.

5. who should be on the signature line for the contract?

Whoever is designated to sign contracts/agreements.

6. where can the last contracts details be found ie contract duration, pricing table?

See Addendum 1.

7. What is the value of the current contract for these services?

See Addendum 1.

8. Are the custodians working on this contract members of a union? If so, which union?

The City has not been notified or made aware of any of the current contractors or employees being part of a union.



9. What is the anticipated award date for this project?

See Addendum 1.

10. What is the contract start date for this project?

See Addendum 1.

11. Is the contractor responsible for the cost of employee badges? If yes, what is the cost?

No, the City will cover the cost of badges and provide them.

12. Are Day Porter Services to be priced into the facilities at which they are provided, or priced in the Porter Services line item as an hourly price?

Put it on a line item for hourly price

13. The site list on the Cleaning Schedule (page 1) does not align entirely with the sites included in the price sheet. Please provide an updated Cleaning Schedule list of locations and/or price sheet. Items to be addressed:

- a. The Cleaning Schedule lists a Wastewater Building that is not on the price sheet
- b. The price sheet lists a Wastewater Building 2 that is not on the Cleaning Schedule
- c. The Cleaning Schedule lists a Wastewater Admin Building that is not on the price sheet
- d. The price sheet lists a Wastewater Treatment Plant that is not on the Cleaning Schedule
- e. The Cleaning Schedule lists a Parks Operations Building that is not on the price sheet
- f. The price sheet lists a Parks Maintenance Shop that is not on the Cleaning Schedule
- g. The Cleaning Schedule lists a Police Firing Range that is not listed on the price sheet
- h. The Cleaning Schedule lists a Dispatch facility that is not listed on the price sheet
- i. The Cleaning Schedule lists a Jerry Galler Public Safety Training Center facility that is not on the price sheet

a. This is the Wastewater Treatment Plant on the bid table.

b. This is a different building from the Admin building.

c. This is the Wastewater Treatment Plant on the bid table.



- d. This is the Wastewater Admin/Wastewater Building on the Cleaning Task & Schedule.
- e. This is the Parks Maintenance Shop on the bid table.
- f. This is listed as the Park Operations on the Cleaning Task & Schedule.
- g. This is the Jerry Galler Public Safety Training Center on the bid table and named Police/Fire Training Facility on the Cleaning Task & Schedule.
- h. Will be located within the Lewisville Public Safety Center (LPSC), 7 days.
- i. Yes it is, please take another look at the bid table, 5days.

14. Please provide the type of consumables good currently using in the city building. (brand and type for paper towel, toilet paper, hand soap etc.)

The City does not have a list of the type of consumables. It is the Contractor's responsibility to provide consumables.

15. How many day porter, their servicing day, time and location are currently servicing the city?

See Addendum 1.

16. What is the current time the jail being cleaning? How many jails cell in the city jail? Are any biohazards and bloodborne pathogens cleaning required in the jail area?

The jail is cleaned at night. The number of jail cells is confidential and the City cannot provide that information at this time. Yes.

17. Are hand sanitizers available in all buildings? Who's is responsible providing hand sanitizer?

We do not have hand sanitizers in our facilities.

18. Who is the current contractor?

See Addendum 1.

19. What is the current contract price being paid today? For each site? Date contract started?

See Addendum 1.

20. How many hours per day per location does the cleaning crew work?



27. How many cleaners are currently working each night in the buildings at the City of Lewisville on the current contract?

The City cannot provide that information at this time. As it is up to the Contract to bring in as many staff members they need to clean each facility.

28. How many hours per night is the cleaning staff working in the City of Lewisville Buildings on the current contract?

The City cannot provide that information at this time. As it is up to the Contract to decide how long it takes to clean each facility.

29. On page 12 of the RFP proposers are instructed to submit Sealed RFP's one (1) original and one (1) PDF copy on a flash drive by 1pm on 6-23-25. Is this the only way the City will accept proposals? Or can the be uploaded directly to the Bonfire Portal? And what is the City's preference?

The City prefers that proposals be uploaded to Bonfire but we can accept paper bids/flash drives.

30. Is the subcontracting of cleaning labor allowed on this contract?

No, the City will not accept the subcontracting of cleaning labor.

31. On page 18, the proposal states, "in the event the contractor does not have a minimum of sixteen (16) employees cleared for work, the City, at its discretion, may terminate this contract". On page 3 of the proposal, it also states that, "the Contractor must have a minimum of sixteen (16) employees assigned to this project at all times and must maintain this throughout the contract. How Does the City plan to monitor this requirement and exercise termination clauses in a way that is fair to the Contractor?

The Contractor must have 16 employees and report staffing to the Facilities Supervisor. It is the Contractor's responsibility to communicate with the Facilities Supervisor immediately in writing of all changes in personnel. If the Contractor cannot meet the staffing requirements, then the City will setup a meeting to cure with the Contractor.

32. What is the minimum time requirement for the Contractor's (16) employees to work each night on the new contract? And how will the City verify that (16) contractor employees showed up to work each night?



There is not an hourly requirement, that is up to the Contractor. The City just requires 16 staff to be available. The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. The City cannot verify that the Contractor's 16 employees show up to work each night. The City is trusting the Contractor to be honest and communicate with the Facilities Supervisor.

33. Does the current contract have a minimum staffing requirement of (16) contract workers?

The current contract is less than 16 employees but the City has determined that we are now requiring 16 employees because of the increase in facilities and scope of work.

34. Will the City consider a minimum number hours worked per night for the (16) minimum contractor employee requirement in order to create a level playing field for all contractors taking the the risk of termination by not having the (16) minimum number of workers on site at any given time during Contract specification cleaning hours?

See Addendum 1.

35. On page 4 & 5 the City is requiring background checks on all (16) contract cleaning staff. What type of background check is required for the (16) contract employees? What are the cost per background check? Who is responsible for the cost of the background checks?

See Addendum 1.

36. How many sensitive areas on the proposal require a CJIS background check? What are the requirements of a CJIS background check? And where are these type of background checks performed?

The Police Department and Jail areas.

37. Will the City of Lewisville Police Department perform a CJIS background check for the Contractor's employees? If so, what are the Costs?

No, it is the Contractor's responsibility. The can show the Contractor how to set up an account.

38. If a Contractor wanted to walk any of the facilities in preparation for a cleaning proposal, how would this be scheduled?

There are no site visits as Contractors can view public buildings during normal business hours if needed.



39. Are the Day Porters required to be on site six (6) days per week?

The porter schedule can be found on page 5 of the 02 - Cleaning Schedule, Tasks, Requirements and Information. Keep in mind we made need on call porters for Special Events and will coordinate between the Contractor and the Facilities Supervisor.

40. Are the Day Porters included in the (16) working minimum daily staffing requirement? Or is the (16) daily staffing requirement only for the night cleaning crew?

Yes.

41. Will the City provide paper towels, toilet paper, soap, and trash can liners for this RFP? What Equipment/Supplies will the city provide?

It is the Contractor's responsibility to provide all consumables.

42. Since we supply the paper & plastic,(toilet tissue, hand towels, hand soap) trash can liners what are the approx. previous or current cost?

The City does not have this information currently as it is the Contractor's responsibility to provide consumables.

43. What is your budget?

\$600,000.00

44. Is there a Bond required?

See Addendum 1.

45. Will there be background requirements? If so, what is the level of background check required?

See 01 - Custodial Specifications and Required Documents.

46. Are there any billable optional services? What were the annual billings for the optional services?

Not at this time, and please refer to Addendum 1 if you are requesting previous contract pricing.



The Contractor shall provide the dispensers that are compatible with their products, and the City will replace the batteries as needed.

54. Can the City provide Window quantities?

The City does not have that information.

55. On page 2 of Attachment 1 - "Custodial Specifications": it mentions that our pricing should include the cost of all consumables. Then under "Contractor Responsibility", it states that "The City will provide liquid soap, toilet tissue, trash can liners, and paper hand towels." Please clarify who will be responsible for the cost of all paper products, hand soap, and liners.

The Contractor is responsible for consumables.

56. Please confirm what is expected in the "Cleaning of hard surface floors" and "Carpet Cleaning" line items? Is strip & waxing required, and is carpet bonnet shampoo acceptable?

Hard surface floor cleaning would include sweeping and wet mopping. Carpet cleaning would involve regular vacuuming and spot cleaning as needed.

57. Please confirm who is responsible for the cost of background checks?

The Contractor.

58. What is the current contract value?

See Addendum 1.

59. Who is the incumbent?

See Addendum 1.



25-74-P Custodial Services

Addendum #3

1.

Which buildings specifically require this Stripping and Waxing Services?

The Facilities Supervisor will reach out for services annually with the facility locations.

2.

What is the estimated frequency and what standards are expected (e.g., ASTM, Green, Seal)?

The City prefers all products to be Green Seal certified; however, the City understands that some specialized products may not have a Green Seal option available.

3.

Should the Stripping and Waxing Services be included in the base proposal or will it be considered as an additional service?

Additional Services.

4.

Which buildings include interior/exterior and high-level window cleaning?

See page 2 of the 02 - Cleaning Schedule, Tasks, Requirements and Information.

5.

What is the maximum height to be considered and what access methods are permitted (ladders, harnesses, lifts, etc.)?

Please review 02 - Cleaning Schedule, Tasks, Requirements and Information.

6.

Should this activity be included in the insurance coverage?



Yes.

7.

Is OSHA 1910 certification or specialized training required for high-access work?

No, but you should follow OSHA regulations.

8.

Is this contract a replacement of an existing one or a new award?

This is a replacement contract.

9.

Who is the current provider and what was the awarded amount of the existing contract?

See Addendum 1

10.

Is there any performance report available for the current or previous contractor?

See Addendum 1

11.

Are all cleaning products required to be certified (e.g., Green Seal)?

The City prefers all products to be Green Seal certified; however, the City understands that some specialized products may not have a Green Seal option available.

12.

Is there a pre-approved list of chemical products?

Not at this time.

13.

Are automated or robotic equipment allowed?



Yes

14.

Is OSHA certification required for all workers or only for high-risk areas?

No, but you should follow OSHA regulations.

15.

Is it mandatory to submit a safety plan with specific protocols (biohazard, evacuation, etc.)?

Yes, see page 15 of the 01 - Custodial Specifications and Required Documents.

16.

Is there flexibility to adjust cleaning schedules by building based on operational availability?

Yes, as long as it's after the building has closed.

17.

Is simultaneous presence of staff required at all facilities, or is team rotation allowed?

The City is fine with a team rotation.

18.

Which equipment must remain permanently on-site?

Mop and bucket, vacuum cleaner, floor duster, broom, and dustpan.

19.

In case of critical equipment failure, is immediate replacement required by the contractor, or does the Municipality have backup equipment?

The City does not provide any equipment; all replacements or repairs will be the sole responsibility of the contractor.

20.



Does the minimum of 16 employees refer to the total assigned staff or to the number simultaneously present on-site?

See Addendum 2.

21.

Can the supervisor be mobile between facilities, or is one required per building?

The supervisor can be mobile.

22.

Are there specific visual requirements for uniforms (colors, reflective elements, ID tags, etc.)?

Please refer to page 4 of the 01 - Custodial Specifications and Required Documents.