



*Town of Highland Park, Texas*  
**TOWN COUNCIL MEETING**  
**A G E N D A**

8:00 AM  
October 18, 2022

4700 Drexel Drive, Highland Park TX 75205  
Town Council Chamber

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**I. CALL TO ORDER**

**II. INVOCATION**

**III. CITIZEN COMMENTS**

This is an opportunity for the public to address the Town Council on non-agenda items. In accordance with the Texas Open Meetings Act, the Town Council may not discuss issues raised or make any decision at this time on items that are not listed on the agenda. Issues raised may be referred to Town staff for research and possible future action.

**IV. PROCLAMATION**

- A. Presentation of a proclamation by Mayor Beecherl designating November 7-11, 2022, as Municipal Court Week.

**V. PUBLIC HEARING**

- A. Conduct a public hearing to receive public comments regarding a resident-initiated petition for the designation of a Resident-Only Parking on the east side of 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.

**VI. CONSENT AGENDA**

All items under the Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion and vote. There will be no separate discussion of items unless a request by a Council Member is made prior to the time of the Town Council voting on the motion. In such event, the item will be removed, without debate, from the general order of business and considered in its normal sequence.

- A. Consider a resolution denying the rate change proposed by Oncor Electric Delivery Company.
- B. Consider approval of funding HPISD equipment.
- C. Consider approval of the best value bid for Janitorial Services for Town Hall, Library, and the Service Center to Night Line Janitorial Services.
- D. Consider approval of the best value bid for contract labor services in the Parks Department to A & A Landscaping Services.
- E. Consider approval of the minutes of the Town Council meeting held on October 4, 2022.

- F. Consider approval of the minutes of the Town Council study session held on October 4, 2022.

## **VII. MAIN AGENDA**

- A. Consider approval of a petition from residents requesting "Resident Only Parking" on the east side of the 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.

## **VIII. ADJOURNMENT**

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Any item on this posted agenda could be discussed in closed session as long as it is within one of the permitted categories under Sections 551.071 through 551.076 and 551.087 of the Texas Government Code.

A member of the public may address the governing body regarding an item on the agenda either before or during the body's consideration of the item, upon being recognized by the presiding officer or the consent of the body.

SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS: Let us know if you need special assistance of any kind.  
Please contact the Town of Highland Park Administrative staff at (214) 521-4161 from 7:30 a.m. to 4:30 p.m., Monday through Friday.



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 18, 2022

Department: Municipal Court

Presenter: Steve Alexander

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### **TITLE**

Presentation of a proclamation by Mayor Beecherl designating November 7-11, 2022, as Municipal Court Week.

### **BACKGROUND**

The Town, in conjunction with other communities throughout Texas are showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts from November 7-11, 2022. Municipal Court Week is an opportunity to recognize not only how much municipal courts do, but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community.

The Town's court is part of the 917 municipal courts across Texas. Under state statute, municipal courts are granted authority with original jurisdiction over criminal violations of certain municipal ordinances.

### **RECOMMENDATION**

Staff appreciates the recognition by the Town of its municipal court personnel.

### **FINANCIAL IMPACT**

There is no financial impact.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Proclamation_-_Municipal_Court_week_2022.pdf	Municipal Courts Week Proclamation



# Proclamation

## *Town of Highland Park, Texas*

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the procedures for the Highland Park Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the Town of Highland Park Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Town of Highland Park Municipal Court in complying with such legal requirements;

NOW THEREFORE, on behalf of the Town Council of the Town of Highland Park, Texas, I hereby recognize the week of November 7 - 11, 2022 as

## *Municipal Court Week*

and call upon all to join me in extending appreciation to the Town's Municipal Judges and court personnel for the fair and impartial justice offered to the community and our citizens by the Highland Park Municipal Court.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Highland Park, Texas to be affixed hereto on this 18th day of October, 2022.

Will C. Beecherl  
Mayor



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18, 2022

Department: Department of Public Safety

Presenter: Paul Sandman

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### TITLE

Conduct a public hearing to receive public comments regarding a resident-initiated petition for the designation of a Resident-Only Parking on the east side of 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.

### BACKGROUND

At its study session on October 4, 2022, the Town Council deemed that the petition and associated ballots met the requirements of Ordinance No. 1976, in order to designate the east side of 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street as Resident-Only Parking. The Town Council will conduct a public hearing at 8:00 a.m., on October 18, 2022; at which time, parties interested and citizens will have the opportunity to comment on this matter.

Written notification of the public hearing including the date, time, and location, along with a map of the proposed area and a summary of the proposed parking restrictions, was mailed to all owners of real property within two hundred feet of the proposed area on DATE NEEDED.

### RECOMMENDATION

None

### FINANCIAL IMPACT

None

### ATTACHMENTS:

**File Name**

**Description**

No Attachments Available



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18, 2022

Department: Finance & Human Resources

Presenter: Steve Alexander

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### TITLE

Consider a resolution denying the rate change proposed by Oncor Electric Delivery Company.

### BACKGROUND

On May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the Town to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior Town action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the Town, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

### RECOMMENDATION

The staff recommends approval of the resolution denying the proposed rate change. This item was reviewed at the October 4, 2022, Town Council Study Session.

### FINANCIAL IMPACT

Oncor will reimburse Cities for their reasonable rate case expenses.

### ATTACHMENTS:

File Name	Description
Res_012-22_Denying_Oncor_Electric_Delivery_Company_s_2022_Resolution.pdf	Resolution Denying Rates

RESOLUTION NO. 012-22

A RESOLUTION OF THE TOWN OF HIGHLAND PARK, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC (“ONCOR”)’S APPLICATION TO CHANGE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Highland Park, Texas (the “Town”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or the “Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Town is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the Town an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the Town to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor’s application and working with the designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, the Steering Committee’s consultants determined that Oncor’s proposed rates are excessive; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the Steering Committee’s members and attorneys recommend that members deny the Application; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the Town.

SECTION 3. That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 18th day of October, 2022.

APPROVED AS TO FORM:

APPROVED:

Matthew C.G. Boyle  
Town Attorney

Will C. Beecherl  
Mayor

ATTEST:

Joanna Mekeal  
Town Secretary





# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18th, 2022

Department: Department of Public Safety

Presenter: Chief P. Sandman

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### TITLE

Consider approval of funding HPISD equipment.

### BACKGROUND

The Town Council was previously briefed in Executive Session regarding the possibility of entering into an Agreement with the City of University Park and the Highland Park Independent School District regarding the funding of enhanced school security resources. The costs for these security resources are being split evenly between the City and the Town. HPISD will be responsible for procuring the resources subject to the review and approval of the Chiefs for the City and Town.

### RECOMMENDATION

Staff recommends approval of the agenda item.

### FINANCIAL IMPACT

The equipment package will cost \$63,000.

### ATTACHMENTS:

File Name	Description
HP-ILA_with_UP_asnd_ISD_re_police_resources-Final.pdf	UP & HP ILA for School Safety Equipment Funding

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF UNIVERSITY PARK  
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT AND  
THE TOWN OF HIGHLAND PARK**

This Interlocal Agreement is entered into between the Town of Highland Park (the “Town”), Highland Park Independent School District (“HPISD”) and the City of University Park, Texas (the “City”), cumulatively the “parties,” and individually, a “party.”

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, the City, HPISD, and the Town deploy Police Departments to protect the safety and welfare of HPISD students, HPISD employees, residents, and visitors to both the City and Town; and

**WHEREAS**, the City, HPISD, and the Town seek to expand the available resources to HPISD campuses to increase the law enforcement capacities and protection levels in the City, HPISD, and the Town; and

**WHEREAS**, the parties hereto find that the performance of this Agreement is in their common public interest, and that the services provided pursuant to this Agreement will benefit the citizens of the City, the District, and the Town; and

**WHEREAS**, the parties, in expending funds in the performance of their governmental functions or in performing such governmental functions under this Agreement, will make payments only from current revenues legally available to such party; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purposes stated herein; and

**WHEREAS**, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

**1. Purpose**

- 1.1. The Town and the City are willing to provide financial supplements to enhance the law enforcement resources available to the parties at HPISD campuses.
- 1.2. The funding will be used for one-time expenses related to acquiring such resources.

**2. Factual Background**

- 2.1. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the Agreement is authorized to perform individually and in which the contracting parties are mutually interested.
- 2.2. HPISD, City, and Town represent to one another that each has the authority to perform the functions contemplated by this Agreement.
- 2.3. HPISD, City, and Town have investigated and determined that it would be advantageous and

beneficial to each and their inhabitants to enter into this Agreement.

- 2.4. The City's funding contribution shall be an amount not to exceed \$63,000. The Town's funding contribution shall be an amount not to exceed \$63,000.
- 2.5. City and Town Funds under this Agreement will be solely used and restricted to acquire supplemental law enforcement resources, subject to the review and approval of the Chiefs of the City's Police Department and the Town's Department of Public Safety.
- 2.6. The law enforcement resources funded under this Agreement are part of a comprehensive law enforcement initiative and the disclosure of same would reveal law enforcement methods, techniques, and strategies and interfere with law enforcement.

### **3. Agreements of the Parties**

- 3.1. HPISD shall comply with all purchasing requirements under State law and District policies.
- 3.2. HPISD shall hold and assume all responsibility and liability for all law enforcement resources acquired hereunder.

### **4. General Requirements**

- 4.1. Immunity: Nothing in this Agreement shall be construed to affect, alter, or modify the sovereign immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. The parties expressly understand and agree that by entering into this Agreement, neither the City, the District nor the Town waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its governmental powers and functions.
- 4.2. Third Parties: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand, or form a basis for liability to any third party under any theory of law against the City, the District, or the Town.
- 4.3. Notice: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to District:

Superintendent  
Highland Park Independent School District  
7015 Westchester Drive  
University Park, Texas 75205

If to the City:

City Manager  
City of University Park  
3800 University Blvd.  
University Park, Texas 75205

If to the Town:

Town Administrator  
Town of Highland Park  
4700 Drexel Drive  
Highland Park, Texas 75205

- 4.6. Claims Against Parties: Each party shall be responsible for defending or disposing of all claims arising against the respective party as a result of the Services provided pursuant to this Agreement.

Entire Agreement: This Agreement contains the entire Agreement of the parties, and no other oral or written commitments shall have any force or effect if not contained in this Agreement.

- 4.7. If the parties to this Agreement dispute the terms, application of the terms of this Agreement, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including suit in any court or arbitration), the parties agree to participate in good faith in a full day of non-binding mediation, assisted by a trained neutral mediator.

- 4.8. Severability: In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalidity, illegality, or unenforceable provision had never been contained in this Agreement.

- 4.9. Authority: The signatories to this Agreement are authorized to execute this Agreement on behalf of the parties, and each party certifies to the others, that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

- 4.10. Applicable Law: This Agreement is governed by the laws of the State of Texas and venue of any action brought to enforce the terms hereof shall lie exclusively in Dallas County, Texas.

- 4.11. Legal Construction: In case any one or more of the provisions contained in this Agreement 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 of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- 4.12. Execution: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective upon execution by all parties.

**AGREED:**

**Town of Highland Park**

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

Bill Lindley  
Town Administrator

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

ATTEST

\_\_\_\_\_

Holly Russell  
Acting Town Secretary

**City of University Park**

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

Robbie Corder  
City Manager

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

ATTEST:

\_\_\_\_\_

Christine Green  
City Secretary

**Highland Park Independent School  
District**

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

Dr. Tom Trigg  
Superintendent of Schools

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



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18, 2022

Department: Town Services

Presenter: Chelsey Gordon

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### TITLE

Consider approval of the best value bid for Janitorial Services for Town Hall, Library, and the Service Center to Night Line Janitorial Services.

### BACKGROUND

In Fiscal Year 2017, facilities maintenance bids were received which included janitorial services for a one year contract, with four, one year renewal terms. The current contract with Night Line Janitorial Services expired on September 30, 2022 but was extended through October 2022 to give staff time to execute a new contract.

A Request for Proposals ("RFP") went out for a three-year contract for janitorial services with three, one-year renewal options. The RFP was published in *The Daily Commercial Record* on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and received bids were opened on September 15, 2022.

Six bids were received, with one incomplete bid being disqualified. The Town's RFP requested pricing based on the current janitorial scope of services for five days a week cleaning at Town Hall and the Library, as well as three days a week cleaning at the Service Center. Aggregate bid totals are listed below.

Unicare Building Maintenance:	\$56,404.33
Night Line Janitorial:	\$35,743.44
3rd Generation Services:	\$90,754.80
Global Building Maintenance:	\$34,890.30
Ambassador Services:	\$42,100.27

This contract would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for three, one-year options.

### RECOMMENDATION

Staff recommends approval of the best value bid submitted by Night Line Janitorial Services in the amount of \$35,743.44. Night Line Janitorial Services was the second lowest priced bid but ranked highest due to longevity and good working relationship with the Town.

### FINANCIAL IMPACT

Staff anticipated an increase based on the labor market and not having an increase in cost of services for this contract for the past five years. Funding was budgeted appropriately and is available in the FY 2023

facilities maintenance budget for this contract.

**ATTACHMENTS:**

**File Name**

Janitorial\_Services\_RFP\_FY\_2022\_-\_2026\_-  
\_RFP\_with\_Addendums.pdf  
Janitorial\_Services\_RFP\_2022\_-\_Bid\_Tab.pdf

**Description**

Janitorial Services Request for Proposals 2022  
Janitorial Services Bid Tabulation

# NOTICE

## **REQUEST FOR PROPOSAL (“RFP”) Janitorial Services 2022-08 JANITORIAL SERVICES FOR TOWN OF HIGHLAND PARK FACILITIES (INCLUDING TOWN HALL AND SERVICE CENTER)**

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to provide janitorial services for the Town of Highland Park Town Hall Building (*the “Town Hall”*), located at 4700 Drexel Drive, and the Town of Highland Park Service Center (*the “Service Center”*), located at 5005 Holland Avenue. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

Interested parties may submit a Proposal to work on the Scope of Services for both facilities listed in the RFP or may choose to submit a Proposal to work on the Scope of Services for only one facility listed in the RFP.

### **1. GENERAL CONDITIONS.**

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on facilities defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Term.** Selected parties identified for award will be utilized by the Town for a Primary Term of 3-years. The Town may utilize up to three (3) optional 12-month Renewal Terms upon the conclusion of the Primary Term.

The Town reserves the right and option to terminate the Contract upon thirty (30) days written notice.

- D. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope



of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.

- E. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town's Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town's Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.
- F. **Submission Reimbursement.** There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- G. **Response Submittals.** Responses to this RFP will be received until 3:00 p.m. Central Standard Time on September 15, 2022, at:

Town of Highland Park, Texas  
*Attention:* Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked "**Janitorial Services 2022-08.**"

- H. **Submissions Property of the Town.** Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- I. **Pre-Submission Meeting.** A Pre-Submission Meeting will be held on September 7, 2022, at 9:00 am. The Pre-Submission Meeting will be held in person as directed by the Town. This meeting is for general information purposes and will include a Site Tour of the Facilities. Attendance is encouraged but not mandatory.

- J. **Requests for Clarification.** Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is September 9, 2022, by 10:00 a.m. Central Standard Time.**

- K. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than consulting on work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

2. **TECHNICAL CONDITIONS.**

- A. **Property Information, Town Hall.** The property is currently located at 4700 Drexel Drive, just north of Euclid Avenue in the Town. The site is approximately 1.5-acres of land with ingress and egress from Drexel Drive on the West side and St. Johns Drive on the East side. The site is improved with a 3-story, 58,000 square foot building supporting the Town's municipal government offices, the Harvey R. "Bum" Bright Library, and the Highland Park Department of Public Safety (*including the Town Municipal Court*).
- B. **Property Information, Service Center.** The property is located at 5005 Holland Avenue, just north of Westway Avenue in the Town. The site is approximately 2.035 acres of land with ingress and egress from Holland Avenue. The site is improved with a 2-story, 10,500 square foot building (*with ancillary storage facilities to the east of the building, the Town's water tower to the north-east of the building, and ancillary technical and utility storage closets located to the north-east of the building*). The Service Center supports the Town Services functions (*including Administration, Parks, Engineering, Water Utilities, Wastewater Utilities and Streets and Drainage*).

- C. **Recycling Program.** For the duration of the Contract for Award, the Town's on-going recycling program is to be in effect. Recycling collection shall be performed daily and on an "as-needed" basis by the successful bidder. Recycling materials must be disposed of separately from regular solid waste (*or "trash waste"*). Regular solid waste will be disposed of daily. All recyclable materials must be bagged separately.
- D. **Energy Management.** Successful bidder's staff must turn off all manual light switches in offices, departmental suites, storage areas, conference rooms and other areas that are unoccupied and do not have occupancy sensors.

Successful bidder's staff must clean and maintain all light fixtures to increase and maintain output.

Successful bidder's staff shall confirm that all water sources to sinks, basins, or other plumbing fixtures are turned off prior to leaving all facilities. Contractor's staff shall report all water or fluid leaks and all other plumbing, sewer, or drainage problems to the Town representative.

E. **Quality Control.**

1. **Inspections.** Inspections of Town Hall will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in weekly scheduled inspections with Town's designated representative. The successful bidder will furnish the Town's designated representative, on a continuing basis, a 2-week outlook that includes the planned building work schedule and shall schedule work to coincide with the Town's daily priorities.
2. **Assessment of Work.**

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

The successful bidder or authorized representative shall provide daily, on-site supervisor and quality control on a 5-days per week basis.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. **Cleaning Standards.** The following standards will be utilized to determine the quality of services being provided, both in Non-Library and Library Areas:

1) Lobbies and Corridors:

- a) Vacuum carpeting and rugs.
- b) Vacuum entrance mats.
- c) Dust mop and mop hard surface floors with appropriate cleaners.
- d) Dust furniture and furnishings.
- e) Empty trash receptacles and remove trash to designated area.
- f) Spot-clean walls and doors around switch plates and door handles.
- g) Spot-clean and polish mirrors and metal work.
- h) Sweep exterior entrances.
- i) Water fountains cleaned, sanitized, and polished.
- j) Take recycling to collection area on Tuesday evening. Bring recycling containers in on Wednesdays

2) Common Areas (including break rooms and conference rooms:

- a) Lobby and entrance floors should be clean and free of dirt streaks and there should be no dirt remaining in corners, behind doors or where the dirt was picked up with the dustpan after the housekeeping operations. Floors should be free of loose and/or caked dirt particles and should present an overall appearance of cleanliness. Tile floors should be free of scuff marks. Appropriate safety signage (“*Caution: Wet Floors*”, *etc.*) should be used when floors are wet or when cleaning process creates a safety hazard.
- b) Wall surfaces should be free of finger marks, smudges, and other dirt spots of any kind.
- c) Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- d) Doorknobs, push bars, kick plates, railings, doors, and other surfaces should be clean and polished to an acceptable luster.
- e) Any drinking fountains within the assigned area should be clean and free of stains. The wall surfaces around the drinking fountains should be free of water spot and streaks.
- f) Stair landings, steps, and all corners of stair treads should be free of loose dirt or dust streaks after sweeping.

- g) Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
- h) Lounge and conference room floors should be free of dirt and debris.
- i) Chairs and other furniture should be left in a neat, orderly condition.
- j) Elevators should be clean and odor free; metal surfaces must be free of smudges and finger marks.
- k) Floor and entry mats (including exterior matting) should be clean and free of debris. Mats must be scheduled for extraction periodically to assure a lasting appearance and to aid in prolonging the life expectancy of mats.
- l) Light fixtures should be free of dead insects, cobwebs, dust, and other dirt.
- m) Vents and grills must be free of soot, dust, cobwebs, and other debris.

3) Office Areas:

- a) All wastepaper baskets should be empty and in place with a fresh plastic liner, clean and ready for use.
- b) Trash should not be left on the floor.
- c) Corners and crevices should be free from any dust.
- d) Ledges and flat surfaces should be free of dust on any surface.
- e) Woodwork, after being properly dusted, should appear bright.
- f) There should not be any oily spots or smudges on wall, caused by torching them.
- g) There should not be any dust streaks on desks or other office equipment. There should not be any dirt left in corners, under furniture, or behind doors.
- h) There should be no trash or foreign matter under desks, tables, or chairs.
- i) Baseboards, furniture, and equipment should not be disfigured or damaged during the cleaning operation.
- j) Furniture and equipment moved during the sweeping should be replaced.
- k) All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. Radios, televisions, tape recorders, etc. are not to be used by cleaning personnel.
- l) Items marked “*trash*” which are not in trash cans, are to be removed. Unmarked items are not to be removed.

4) Restrooms:

- a) All used paper towel receptacles should be empty.
- b) All sanitary receptacles should be clean, both inside and outside, and contain a new liner.
- c) No trash should be on the floor.

- d) The sanitary receptacle liners must be emptied in a proper container and removed.
  - e) All dispensers of supplies should be clean and filled with the proper supplies.
  - f) All mirrors should be free of streaks, smudges, water spots, dust and lipstick and should not be cloudy or hazed in appearance.
  - g) All supply dispensers should be clean and free of finger marks and water spots.
  - h) All shelves and shelf brackets should be free of gum, dust, fingerprints, water stains, smudges, and other soil.
  - i) All porcelain surfaces of wash basins, toilets and urinals should be free of dust, dirt, spots, and stains.
  - j) The wall surfaces should be free of spots and smears.
  - k) All toilet seats should be left in raised position after cleaning. They should be free of spots and stains, and the seat hinges should be free of green mold.
  - l) The plumbing fixtures should be free of green mold and water stains.
  - m) Walls, stall partitions and doors should be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, green mold, and graffiti.
- b. **Supplies.** The successful bidder shall supply all cleaning supplies and materials as may be required to perform the cleaning assignments outlined in these specifications.

Town shall furnish toilet tissue, paper towels, hand soap, plastic trash-can liners, and other related janitorial supplies, including phosphate-free neutral pH floor tile changing agent.

Successful bidder shall be responsible for the ***neatness and proper storage*** of all equipment and chemicals.

- c. **Equipment.** Successful bidder shall furnish all cleaning equipment required to perform the cleaning assignments outlined in these specifications. Such cleaning equipment shall include, but not be limited to floor machines (*high/slow speed*), carpet cleaning machines (*extractors and bonnet buffers with tanks*), industrial type vacuums (*dual-motor and space vacuums*), mop bucket wringer sets, wet/dry vacuums, water hose with spray cleaning attachments (*pressure washer*), portable vacuums and upholstery equipment.

The successful bidder shall maintain said equipment in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance.

Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.

Use of propane or gas-powered equipment is prohibited.

3. Personnel / Employees. The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained, qualified and bilingual supervisors. Successful bidder needs to identify to Town staff at least one (1) employee per shift who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a ***roster of employees, their work assignment*** and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her *employees do not bring children, or any other guest*, to work with them in any Town facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. Identification. Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. All employees of the successful bidder who **is not** displaying their ID badge will not be allowed to work in any Town facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following Facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
  - 4.2 Clean uniforms are to be worn daily.
  - 4.3 Shirts are to be properly buttoned and/or tucked into pants.
  - 4.4 Headbands, shower caps, etc. are not permitted.
  - 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.
  - 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are NOT to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  6. Pre-Employment Screening and Criminal History Check. The successful bidder shall provide Town with the full legal name and maiden name (if applicable); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.



3. SELECTION PROCESS AND CONDITIONS OF AWARD.

- A. **Audit.** Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.
- B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.
- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.
- G. **Silence of Specification.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations or these specifications shall be made based on this statement.
- H. **No Prohibited Interest.** Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.
- I. **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 the contract, then such party shall give notice and full particulars of such 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 or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, 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 caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.

- J. **Disclosure of Certain Relationships.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.

- K. **Purchase Orders.** A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- L. **Bid Security / Bond Requirements.** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding.** Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes.** Town is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms.** Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices.** Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. EVALUATION CRITERIA.

- A. **Submission.** Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.
- B. **Timeline.** The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.
1. Distribution
  2. Pre-Submission Meeting / Site Tour
  3. Submission of RFP-Related Questions
  4. Written Response to Questions (Written Addendum)
  5. Deadline for Proposal Submissions
  6. Review and Evaluation of Proposals
  7. Notification to Bidders
  8. Contract Commencement
- C. **Contents of Proposal.** Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound and tabbed copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from

submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. Title Page: The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. Table of Contents: Page numbers should be indicated in addition to subject headings, any appendices, etc. Subject areas should be separated in a manner to clearly denote each related section of the Proposal.
3. Executive Summary: A short summary of the key features of the Proposal demonstrating the Bidder's understanding of the Scope of Services.
4. Proposal Forms: The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.
5. Contractor Background and Credentials. Proposal should include in summary form, background information regarding the experience and capabilities of the Bidder, including at a minimum the following information:
  - a. Summary of the history of your firm.
  - b. Ownership structure and date of inception.
  - c. Current organizational chart.
  - d. Memberships in trade organizations and professional accreditations and certifications.
  - e. Minority Business Enterprise / Women Business Enterprise ("MBE / WBE") compliance and/or Affirmative Action Plan (if any).
  - f. Names of and affiliated companies and their affiliation.
  - g. Profiles of key personnel and, resumes of personnel who will be directly involved in the management and supervision of your proposed services.
  - h. Provide three (3) references, from similar scoped projects. References at minimum shall include the Company Name, Contact Person, Contact Person Title, Project Scope Description, Contact Name Phone Number, Contact Name Email Address.

- i. Summary of any special procedures / systems your firm utilizes which would be of direct benefit to either the property or Town.
6. Staffing Plan. The Proposal should include a Staffing Plan that describes the onsite / dedicated staff you will employ to provide services to support the properties, including at a minimum the following information:
- a. The number, titles, and job descriptions of personnel who will be associated with the performance of services included in your proposal.
  - b. Resumes of any known key personnel who will be assigned to the property (*including specific experience relevant to this RFP*).
  - c. Statement identifying if the proposed positions will be employees of the Bidder or through contracted services.
  - d. Time allocation of employees to the project.
7. Additional Service Capabilities. In addition to the normal services as described in the specifications section of the RFP outline additional services your company can provide relative to the buildings. Include the pricing structure for these services.

**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited for each facility. This listing does not represent the order of importance of each factor:
- a. The ability of Bidder to provide the services outlined in this RFP in relation to all the facilities or towards one particular facility.
  - b. Bidder's knowledge and understanding of the facilities equipment and systems.
  - c. References provided by Bidder or from other clients.
  - d. Bidder's understanding and compliance of their Submission.
  - e. Cost of Services.
2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:
- |  |            |
|--|------------|
| a. Price   | 40%        |
| b. Reputation ( <i>References and/or previous experience with the Town</i> ) | 30%        |
| c. Services Provided / Value Added / Responsiveness                          | 20%        |
| d. Sample Invoicing  | <u>10%</u> |

E. **Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

## SCOPE OF SERVICES

### TOWN HALL AND LIBRARY – 4700 DREXEL DRIVE

Description	Quantity	Unit of Measurement
Basement	5,506	Square Feet
1 <sup>st</sup> Floor	11,679	Square Feet
2 <sup>nd</sup> Floor	8,519	Square Feet
3 <sup>rd</sup> Floor	5,623	Square Feet
<b>Building Total / Town Hall</b>	<b>31,327</b>	<b>Square Feet</b>

**Note:** *Building totals reflected above exclude DPS Operations Area, all DPS Office Areas and Police Holding Facility / Jail Areas.*

## CLEANING FREQUENCY FOR NON-LIBRARY AREAS

### DAILY / NIGHTLY CLEANING RESPONSIBILITIES

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Entrance Lobbies / Common Areas / Stairwells / Hallways:

- Vacuum and spot clean carpet in high-traffic areas.
- Dust horizontal surfaces and spot-clean to remove spillage, marks, and coffee rings.
- Wipe and polish all metal surfaces.
- Empty and clean all trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum or brush all lobby furniture.
- Clean entrance glass, and spot-clean lobby glass.
- Spot-clean handrails, guardrails, doors, walls.
- Dust mop and damp mop all hard surface floors.
- Mop or vacuum floor under mats. Vacuum mats.
- Police all service stairwells.
- Police area 10-feet in front of entryway. Remove debris and sweep if necessary.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all General Office Areas:

- Vacuum all high-traffic areas, both carpeted and hard-surface floors.
- Damp-mop and thoroughly clean hard-surface flooring.



- Empty all waste and recycle receptacles and replace plastic liners (*as needed*). Remove waste and recycle material to trash and recycle collection point.
- Check all high and low edges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc., and clean debris or spills if necessary.
- Disinfect, wash, clean and polish all water fountains and water coolers.
- Clean glass and windowsills.

Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Break Room Areas:

- Dust-mop and/or sweep all hard surface flooring to remove loose debris.
- Dust-mop all hard surface flooring to remove soil and spills.
- Wipe down all counters and tables with a disinfectant.
- Clean, disinfect and polish sinks and back-splash areas.
- Wipe down exterior of appliances and/or vending machines.
- Clean interior and exterior of microwave ovens.
- Remove all trash to collection point and replace liners as needed.
- Spot-clean walls, doors, doorframes, and kick-plates.
- Clean glass and windowsills.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Passenger Elevators:

- Spot-clean all walls inside of cabs.
- Spot-clean and polish interior stainless-steel surfaces of cab walls and doors.
- Spot-clean outside painted and chrome surfaces of all elevator doors and frames.
- Spot-clean carpeted areas of cabs as required.
- Vacuum thoroughly all cab floor openings.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Service Elevators:

- Spot-clean all painted and metal surfaces of the interior or both cabs and all exterior doors and frames.
- Thoroughly clean dirt and debris from grooves in both cab and landing door tracks.
- Sweep flooring of cabs.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Restrooms:

- Wash and polish all mirrors and bright work.
- Clean, disinfect and polish all plumbing fixtures and dispensers.

- Wash and disinfect all toilet seats, both sides.
- Scour, wash and disinfect all basins, bowls, and urinals.
- Empty trash receptacles and dispose in building trash receptacle. Replace all trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue, seat covers and sanitary napkin dispensers.
- Empty and clean sanitary napkin disposal receptacles.
- Remove fingerprints and spots from walls.
- Remove all marks and writing from walls, partitions, etc.
- Report all maintenance problems to Director of Development Services or his designee (*including, but not limited to dripping faucets, broken fixture handles, etc.*).
- Wash all floors with germicidal disinfectant and remove all spots and stains.

Successful Bidder shall ensure that the following duties are completed on a daily (*nightly*) basis for all Storerooms / Service Closets:

- Remove trash from area.
  - Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service closets.
  - Maintain Material Safety Data Sheet (MSDS) information binder for all chemicals utilized in the facility.
  - Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
  - Clean, disinfect, and deodorize all service sinks.
  - Sweep and damp mop service sink and closet floors. Deodorize and disinfect as required.
- Exercise CAUTION with water on floor in Service Closet, and various locations in basement where moisture alarm present on floor inside of door below light switch.**
- Sweep storeroom floors.

### WEEKLY CLEANING RESPONSIBILITIES

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the Entrance Lobbies / Common Areas / Stairwells and Hallways:

- Dust and spot-clean walls and baseboards.
- Clean door jambs.
- Light fixtures should be free of dead insects, cobwebs, and dust.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the General Office Areas:

- Disinfect and thoroughly clean all telephones.

- Thoroughly dust all horizontal surfaces of all furniture, including tables, cabinets, windowsills, and wall hangings. Dust doors, desks and decorative accessories, and chair rails.
- Wipes clean all bright work.
- Thoroughly vacuum and spot-clean all carpeted areas wall-to-wall.
- Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for the Passenger and Service Elevators:

- Thoroughly clean entire interior surfaces of all doors and frames outside painted, chrome surfaces of all walls, doors, and frames.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for all Restrooms:

- High dust tops of doors, partitions, lighting, mirrors, and air vents.
- Clean and sanitize restroom partitions and walls around toilets and urinals.
- Pour Eco-Lyzer cleaner and deodorizer down floor drains.
- All stainless steel will be treated with approved stainless-steel treatment.

Successful Bidder shall ensure that the following duties are completed on a weekly basis for all Storerooms / Service Closets:

- Damp mop all floors in storerooms and service closets. Deodorize and disinfect as required.
- High dust all exposed pipes, ducts, ventilating diffusers, and grills.

### **MONTHLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all General Office Areas:

- Thoroughly hand-dust and wipe clean (*with a chemically treated cloth*) vertical surfaces of all furniture, file cabinets, shelves, and fixtures.
- High dust all air vents, tops of doors, door frames, lighting, sprinkler heads, ceiling corners and edges, etc.
- Dust all baseboards with damp cloth.
- Clean spots and smudges from walls.

Successful Bidder shall ensure that the following duties are completed monthly for all Passenger and Service Elevators:

- Wipes clean all incandescent cab lamps.
- Wipes clean entire cab ceiling.

#### **QUARTERLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all General Office Areas:

- Vacuum or brush all upholstered furniture.

Successful Bidder shall ensure that the following duties are completed monthly for all Restrooms:

- Dust and clean walls. Wash tiled walls and partitions.

## **CLEANING FREQUENCY FOR LIBRARY AREAS**

**Note:** The Library is open from Tuesday-Saturday. Daily cleaning will need to occur Tuesday-Friday and after close on Saturday and before the library opens again on Tuesdays.

### **DAILY / NIGHTLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed monthly for all library areas:

- Vacuum carpeting and rugs in all areas.
- Empty trash receptacles and remove trash to designated area.
- Tables and counter tops damp cleaned and dry polished.
- Hard surface floors will be swept, and damp mopped, and spray buff as needed.
- Clean glass and windowsills.
- Clean interior and exterior of microwave.
- Daily Dusting Schedule:

**No feather dusters to be used, only microfiber cloths or other cleaning items that will remove dust and not spread it around.**

- Divide library into five (5) dusting zones and dust thoroughly once-a-week. Spot check other areas where needed. Must move and dust behind books.
- Dust desks and spot-clean for smudges.
- Dust furniture and furnishings. Items on desks and furniture will not be moved.
- Dust surfaces and ledges within hand-high reach.

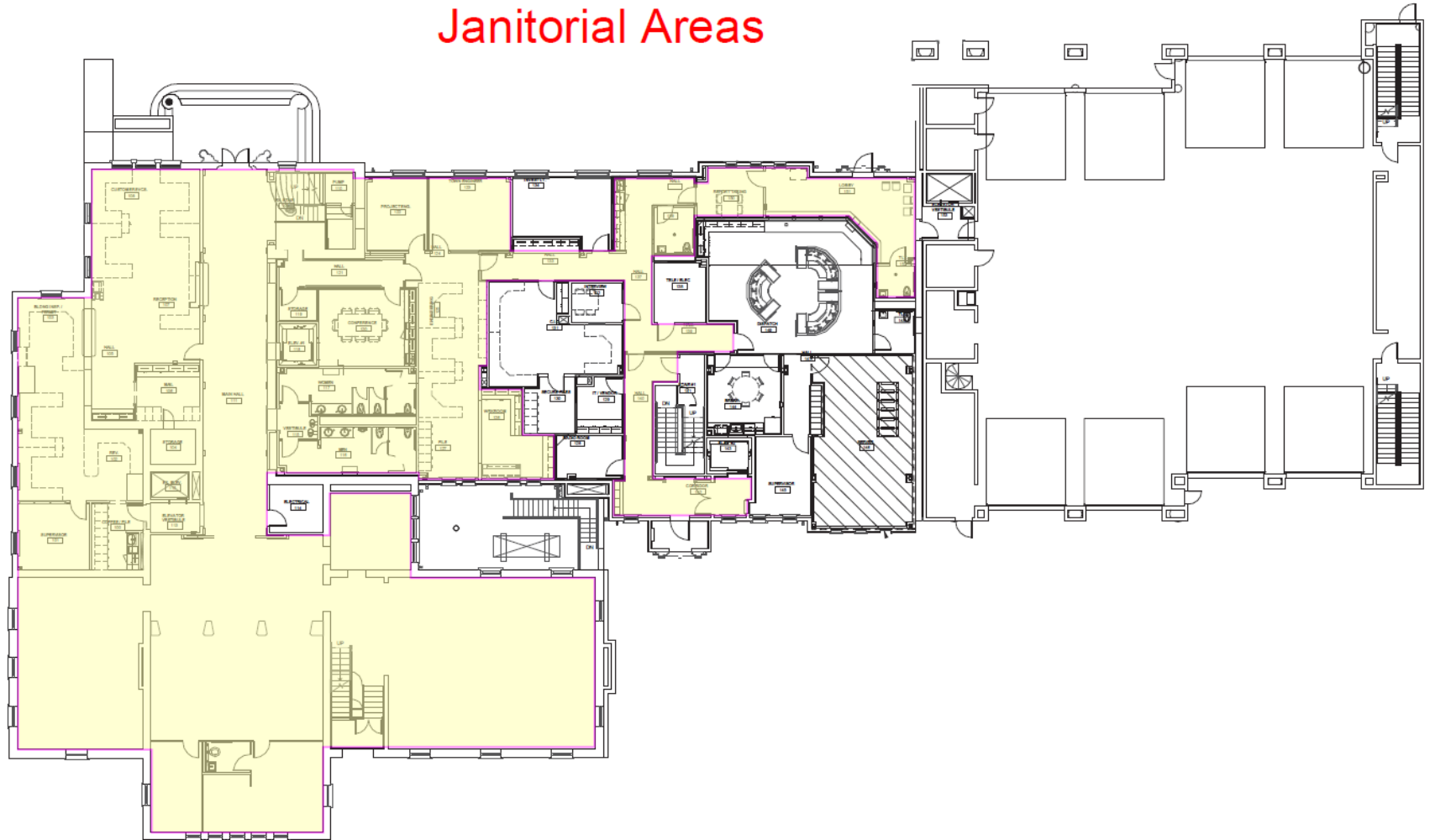
**No chemicals to be used on wood surface or air vents of the HVAC system.**

**SCOPE OF SERVICES – EXHIBIT “A”**  
**TOWN HALL AND LIBRARY – 4700 DREXEL DRIVE**

Facility	Square Feet	Frequency	Cost Per SF Total – Monthly	Monthly Total	Cost Per SF Total – Annual	Annual Total
Town Hall	25,827	5-DAYS PER WEEK (M-F)	\$	\$	\$	\$
Library	5,500	5-DAYS PER WEEK (Tu-Sa)	\$	\$	\$	\$
<b>GRAND TOTAL</b>	<b>31,327</b>	<b>--</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

# Highland Park Town Hall

## Janitorial Areas

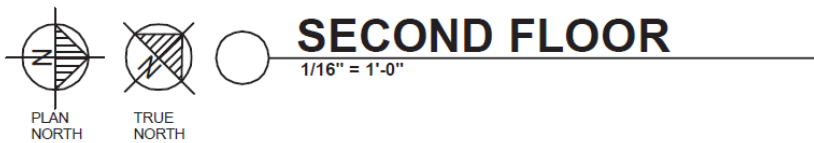
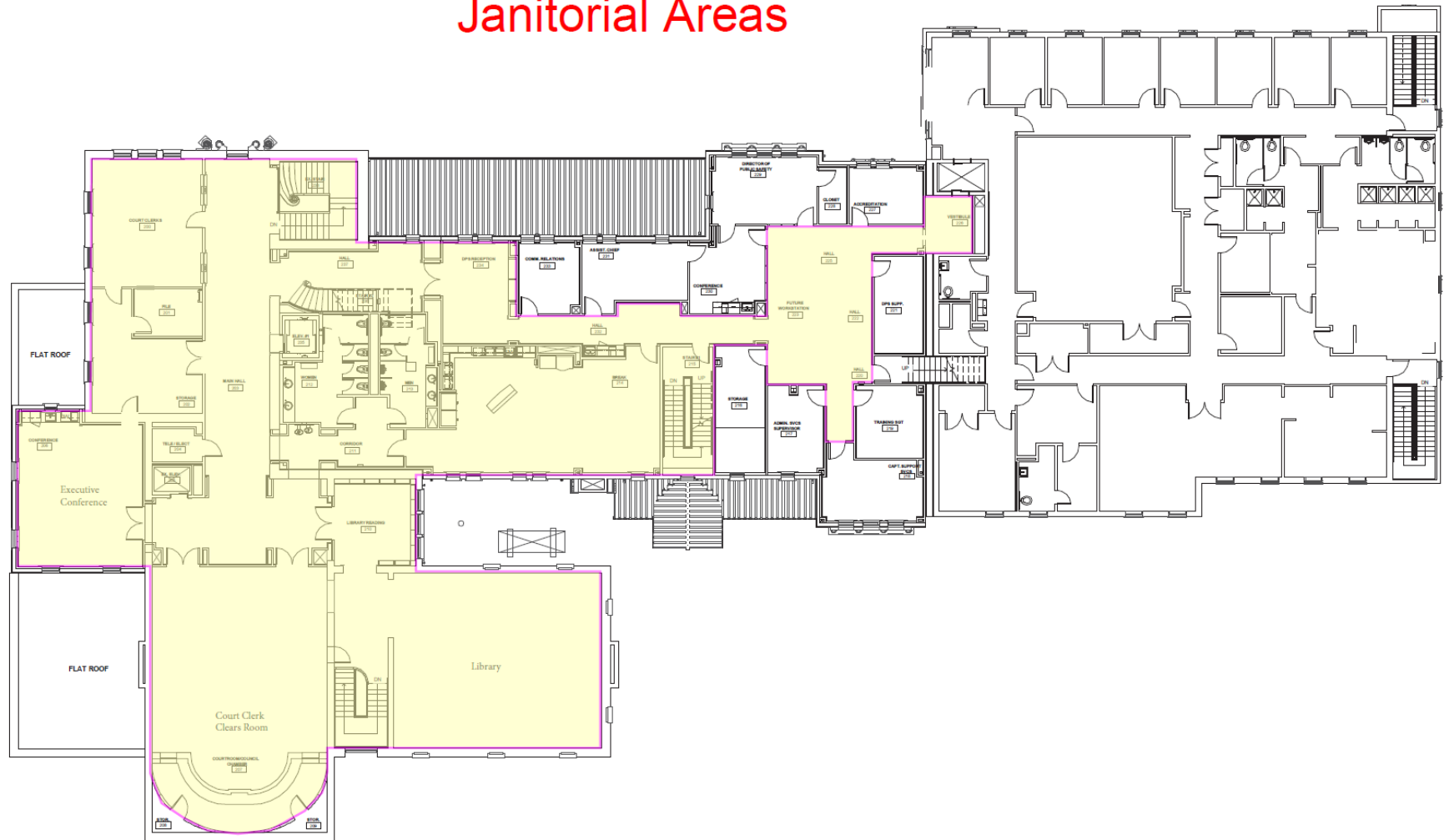


**FIRST FLOOR**

1/16" = 1'-0"

# Highland Park Town Hall

## Janitorial Areas





# Highland Park Town Hall

## Janitorial Areas



**THIRD FLOOR**

1/16" = 1'-0"

**SCOPE OF SERVICES**  
**SERVICE CENTER – 5005 HOLLAND AVENUE**

Description	Quantity	Unit of Measurement
1 <sup>st</sup> Floor (Non-Bay Area)	5,240	Square Feet
2 <sup>nd</sup> Floor (Non-Storage Areas, Non-Bay Area)	2,010	Square Feet
<b>Building Total / Town Hall</b>	<b>7,250</b>	<b>Square Feet</b>

**CLEANING FREQUENCY FOR SERVICE CENTER**

**PER VISIT CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed for each visit for all Entrance Lobbies / Common Areas / Stairwells / Hallways / Locker Room Areas (*Non-Restroom*):

- Clean entrance glass and inside glass panels with glass cleaner.
- Dust-mop and damp-mop all non-carpeted areas.
- Sweep and mop all entrances daily.
- Vacuum carpets and vacuum all entry mats.
- Empty all trash receptacles, wash receptacles if necessary.
- Dust all picture frames and doors.
- Wipe clean and polish all metal bright works.
- Clean and polish, disinfect all water fountains.

Successful Bidder shall ensure that the following duties are completed for each visit for all Kitchen and Coffee Areas:

- Wipe tabletops and counters with wet cloth.
- Clean all sinks.
- Remove trash, replace liners, and clean receptacles as needed.
- Vacuum carpets.
- Clean outside of vending machines.
- Clean inside and outside of microwave on each visit.
- Dust blinds and window ledges. Sweep mats.
- Clean coffee pots on each visit.

Successful Bidder shall ensure that the following duties are completed for each visit for all Restroom Areas:

- Clean and disinfect all toilet bowls, urinals, toilet seats, inside and outside.
- Empty and clean wastebaskets and sanitary napkin receptacles.
- Clean all mirrors and polish all chrome surfaces.
- Clean all showers. Power wash floors and walls in showers.
- Damp-wipe all partitions and exteriors of dispensers.
- Clean all flush-o-meters, piping, toilet seat hinges.
- Refill all dispensers, replenish toilet tissue, hand soap, paper towels and sanitary napkins.
- Sweep and mop floors with disinfectant solution.
- Spot-clean all entrance doors, all interior stall doors and all painted wall surfaces, basins, toilets, and urinals.

Successful Bidder shall ensure that the following duties are completed for each visit for all General Office Areas:

- Trash containers will be emptied and taken to a designated area. Replace trash liners as needed. Trash receptacles will be cleaned as needed.
- Carpet (*if applicable*) will be vacuumed per visit with commercial power vacuum throughout all offices and traffic ways and behind chairs.
- Sweep and mop tile floors with disinfectant floor cleaner.
- Clean all furniture tops.
- Dust and wipe desktops (*do not disturb any papers on desk*).
- Telephones, file cabinets, copy machines, computer monitors, bookshelves and other furniture will be dusted with a feather duster.
- Water fountains will be cleaned, sanitized, and polished.
- Remove all marks, fingerprints and smudges from all entry glass doors and side-panels of entry areas.
- Sweep and mop all wood floors daily (*if applicable*).
- Sweep and mop all concrete floors daily (*if applicable*).

### **WEEKLY CLEANING RESPONSIBILITIES**

Successful Bidder shall ensure that the following duties are completed on a weekly basis:

- Sanitize telephones.
- Dust window ledges.
- Dust and clean blinds and windowsills.
- Wipe down chairs in waiting areas.

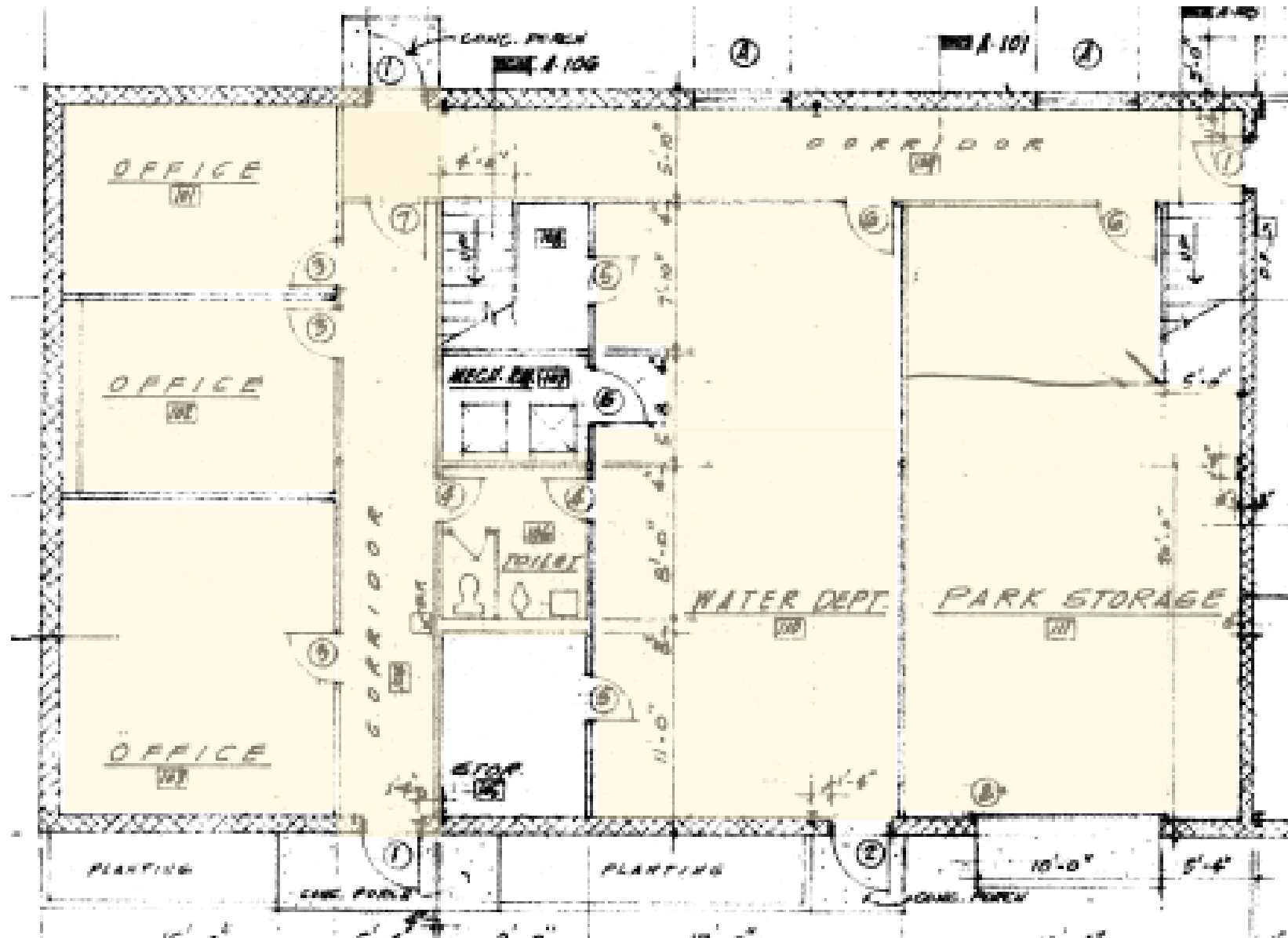
## **MONTHLY CLEANING RESPONSIBILITIES**

- Spot-clean carpet as-needed (*if applicable*).
- Air vents will be dusted.
- Clean all baseboards.
- Remove cobwebs.
- High-low dusting.
- Vertical dusting of desks, cabinets, file cabinets, bookshelves.

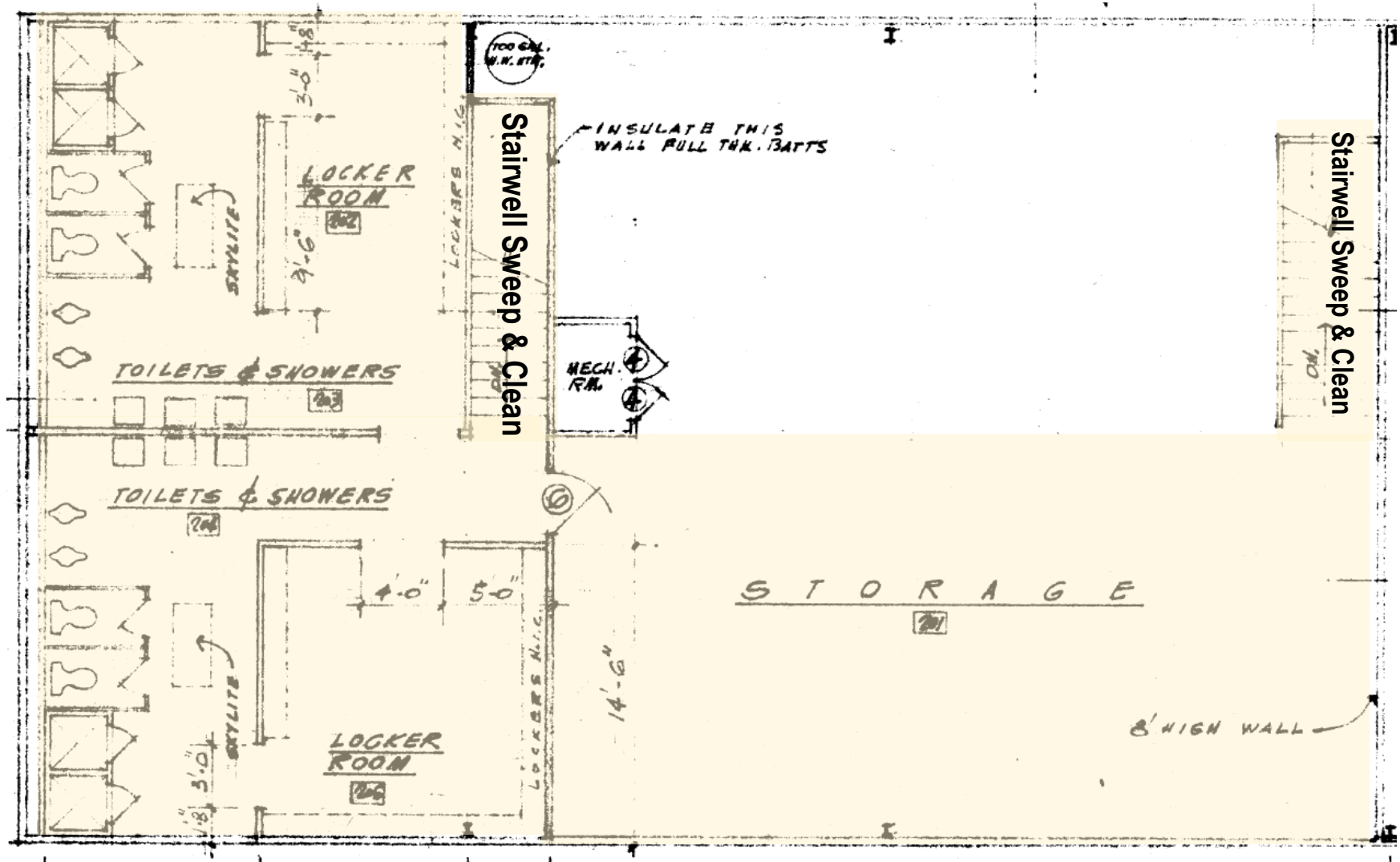
**SCOPE OF SERVICES – EXHIBIT “B”**  
**SERVICE CENTER – 5005 HOLLAND AVENUE**

Facility	Square Feet	Frequency	Cost Per SF Total – Monthly	Monthly Invoice	Cost Per SF Total – Annual	Annual Total
Service Center	7,250	3-DAYS PER WEEK (M-W-F)	\$	\$	\$	\$
<b>GRAND TOTAL</b>	<b>7,250</b>	<b>--</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## Highland Park Service Center Janitorial Areas – First Floor



## Highland Park Service Center Janitorial Areas – Second Floor



## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*



	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

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

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

PRODUCER	<b>ABC Insurance Brokerage</b> <b>1234 Drexel Drive</b> <b>Highland Park, Texas 75205</b>	CONTACT NAME:	John Smith	
		PHONE (A/C, No, Ext):	214-555-9999	FAX (A/C, No):
		E-MAIL:	johnsmith@abcinsurance.com	
		ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	Insurance Company Name	12345
INSURED	<b>Your Company Name Here</b> <b>Address of Insured</b> <b>Address of Insured</b>	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					
		X	987654	04/05/2019	04/05/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					DAMAGE TO RENTED PREMISES (Per occurrence) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$
	OTHER					PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		123456	04/05/2019	04/05/2020	COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> Hired AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NM)	Y/N	123456	04/05/2019	04/05/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 100,000

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

The Town of Highland Park, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
<b>Town of Highland Park</b> <b>4700 Drexel Drive</b> <b>Highland Park, Texas 75205</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and  
Company \_\_\_\_\_

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

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

Contract Identifier: Request for Proposal, Janitorial Services 2022-08  
Department: Development Services Department

Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_

**Signing, Title, and  
Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Janitorial Services 2022-08  
**Department:**        Development Services Department

## **Addendum No. 1**

Janitorial Services 2022 -08

**Please acknowledge this addendum by writing Addendum 1 and signature on front of bid submittal.**

1. What is the cleaning schedule and timeframe (window) for cleaning each location?  
**Answer: Cleaning should take place nightly after the facility is closed to the public and/or staff. Town Hall: After 6:00 pm Monday, Wednesday, Thursday, and Friday. After 7:00 pm on Tuesday. Library: After 6:00 pm Monday, Wednesday, Thursday, and Friday. After 7:00 pm on Tuesday. Library cleaning should take place Tuesday – Friday and after close on Saturday and before the library opens again on Tuesdays. Service Center: After 5:00 pm Monday, Wednesday, Friday.**
2. Please confirm cleanable square footage per location?  
**Answer: Town Hall and Library – 31,327 square feet. Service Center - 7,250 square feet.**
3. Are dusting requirements include computer monitors, keyboards, computer wires, etc.?  
**Answer: Weekly requirements of general office areas include thoroughly dusting all horizontal surfaces of all furniture, including tables, cabinets, windowsills, and wall hangings. Dusting doors, desks and decorative accessories, and chair rails. This includes computer monitors, keyboards, computer wires, etc.**
4. Is floor maintenance part of this bid?  
**Answer: Yes, vacuuming and mopping are part of this bid under the scope of services.**
5. What type of flooring does the facility have for maintenance (ceramic tile, VCT, etc.)?  
**Answer: Tile, Carpet, Carpet Tile, Wood, and Luxury Vinyl Tile.**
6. Do you have square footage of the flooring requiring maintenance?  
**Answer: No.**
7. Does the facility have a room or closet for the contractor to store supplies/equipment? If so, size of storage room?  
**Answer: Yes, 132 square feet.**
8. Will the contractor be required to store any large equipment offsite?  
**Answer: Large equipment will need to remain off site.**
9. Who is your current contractor?  
**Answer: Night Line Janitorial is the current contractor.**
10. How much is the current award?  
**Answer: The current contract is \$33,212.76 for both facilities.**
11. It states on-site Supervisor and quality control on a 5 days per week basis, will this require 2 people OR will the on-site Supervisor be able to perform both quality control/meet with representatives and Supervision for the site?  
**Answer: The on-site Supervisor will be able to perform both quality control and meet with representatives and Supervision for the site. This will not require two different individuals.**
12. In the recycling program are separate containers in the buildings for recycling and trash waste or is the expectation for the custodial crew to separate recycling materials from trash waste?  
**Answer: Separate Containers are placed throughout the building for recycling and trash waste. Custodial crew will not be required to separate out recycling materials from trash waste but rather keep what is already separate, separate.**



13. Does the small glass partition above the stairwell on the 2<sup>nd</sup> floor need to be cleaned?

**Answer: Yes, that is to be dusted and spot-cleaned on a weekly basis.**

Janitorial Services  
September 15, 2022

	Town Hall and Library				Service Center				
Bidder	Cost Per SF	Monthly Total	Cost Per SF	Annual Total	Cost Per SF	Monthly Invoice	Cost Per SF	Annual Total	Aggregate Total
	Total Monthly		Total Annual		Total Monthly		Total Annual		
Unicare Building Maintenance	0.28	3,786.79	3.36	45,441.54	0.14	936.74	1.68	10,962.79	56,404.33
Night Line Janitorial Services	0.06	1,879.62		22,555.44	0.15	1,099.00		13,188.00	35,743.44
3rd Generation Services	0.20	6,265.40	2.40	75,184.80	0.18	1,297.50	2.15	15,570.00	90,754.80
Global Building Maintenance	0.18	2,487.03	2.10	29,844.30	0.06	420.50	6.96	5,046.00	34,890.30
Ambassador Services	0.10	3,057.01	1.17	36,684.18	0.06	451.34	7.47	5,416.09	42,100.27
B&D Imperium	DISQUALIFIED								



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18, 2022

Department: Town Services

Presenter: Chelsey Gordon

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### TITLE

Consider approval of the best value bid for contract labor services in the Parks Department to A & A Landscaping Services.

### BACKGROUND

Supplementing the Park Department's six-person crew, the Town has contracted for some landscape planting and related maintenance support for the last several years. The current contract provides for two workers for four days a week, working an eight-hour day, at a weekly cost of \$1,747.84. Contract labor was first introduced in 2016, as a one-year contract to examine how contracted labor services would work for the Parks Department. In Fiscal Year 2017, this contract was expanded and bids were received for a three-year contract, with two one-year renewal terms. The current contract with A & A Landscape expired on September 30, 2022, but was extended through October 2022, to give staff time to execute a new contract.

The proposed contract provides for an additional day of work throughout each week to assist the Town in managing the increased workload resulting from added landscaping over the last year. Funding to accommodate the contract change is included in the Fiscal Year 2022-23 Adopted Budget.

A Request for Proposals ("RFP") went out for a three-year contract for parks maintenance labor, with four one-year renewal options. The RFP was published in *The Daily Commercial Record* on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and bids were opened on September 15, 2022.

A total of six bids were received. The RFP requested a range of pricing from weekly, twice a week, and three times a week maintenance services for two and three-person crews. The most advantageous is based on two workers, five days a week, eight hours a workday. The following table demonstrates the weekly costs bid by the various companies.

A&A Landscape:	\$2,640
Land Care:	\$3,600
Lawns of Dallas:	\$4,069.60
SRH Landscape:	\$5,200.00
Boley Landscape:	\$2,840.00
Complete Landsculpture:	\$3,040.00

The bid submitted by A&A Landscaping is \$46,392.32 more than the current contract. The bid includes an annual escalator of 3%. This contract would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for four one-year options.

## **RECOMMENDATION**

Staff recommends approval of the best value bid submitted by A&A Landscape.

## **FINANCIAL IMPACT**

The bid represents a \$46,392.32 increase to the current contract of \$90,887.68. Staff anticipated an increase based on the labor market and increased hours needed for this contract. Funding was budgeted appropriately and is available in the FY 2023 budget for this maintenance labor contract.

## **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Bid_Tab_-_Parks_Maintenance_2022.pdf	Parks Contract Labor - Bid Tab
Park_General_Maintenance_Labor_RFP_FY_2022_-_2026_-_2021-12.17.pdf	Parks Labor RFP

Parks Contract Labor  
September 15, 2022

[illegible]

# NOTICE

## REQUEST FOR PROPOSAL (“RFP”) CONTRACT LABOR FOR PARK AND FACILITY MAINTENANCE Parks Labor 2022-08

The Town of Highland Park, Texas (*the “Town”*) invites and requests the submission of a Request for Proposal (*the “RFP”*) from interested parties to provide contract labor services for Town Parks and Facilities. The RFP specifies the information that interested parties must submit in their Proposal to the Town pursuant to this RFP for their proposals to be considered by the Town.

Interested parties are requested to submit a Proposal in accordance with the guidelines, the Specifications and the Equipment outlined in the RFP, however supplemental documents, or information to support or clarify the Proposal is welcome, provided that this supplemental information is provided in a separate document.

### 1. GENERAL CONDITIONS.

- A. **Contract Award.** The Town of Highland Park reserves the right to select one or more parties to perform services and reserves the right to select one or more parties to work on parks defined under this RFP.
- B. **Contract Agreement.** The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- C. **Term.** Selected parties identified for award will be utilized by the Town for a Primary Term of 3-years. The Town may utilize up to four (4) optional 12-month Renewal Terms upon the conclusion of the Primary Term. The Town reserves the right and option to terminate the Contract upon thirty (30) days written notice.
- D. **Revisions to Scope of Services.** The Scope of Services identified in the RFP are currently under consideration and there is no guarantee that the Town will proceed with the Scope of Services. Additions to the Scope of Services may be considered that are not currently identified in the RFP.
- E. **Project Budgetary Estimates.** The budgetary cost estimates included in the Town’s Annual Operating Budget are conceptual. Funding for the Scope of Services included in this RFP are approved each September by the Town Council as part of the Town’s Annual Operating Budget. Funding for the Scope of Services included in this RFP is subject to change at any time during any Term of the Contract.

- F. **Submission Reimbursement**. There is no expressed or implied obligation for the Town to reimburse responding parties for any expenses incurred in preparing a Submission for this RFP.
- G. **Response Submittals**. Responses to this RFP will be received until 2:00 p.m. Central Standard Time on September 15, 2022, at:

Town of Highland Park, Texas  
**Attention:** Chelsey Gordon, Assistant Director of Development Services  
Town of Highland Park Town Hall  
1<sup>st</sup> Floor, Customer Service Desk  
4700 Drexel Drive  
Dallas, Texas 75205

and shall include the information requested hereafter. Responses received after this time will not be considered. Response submissions should clearly be marked “**Parks Labor 2022-08.**”

- H. **Submissions Property of the Town**. Submissions once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- I. **Pre-Submission Meeting**. A Pre-Submission Meeting will be held on September 7, 2022, at 2:00 p.m. Central Standard Time. The Pre-Submission Meeting will be held in person as directed by the Town. This meeting is for general information purposes. Attendance is encouraged but not mandatory.
- J. **Requests for Clarification**. Inquiries or requests for clarification regarding this RFP shall be directed in writing by one or more of the following methods:

**Via U.S. Mail:**

Town of Highland Park, Texas  
Attention: Chelsey Gordon, Assistant Director of Development Services  
4700 Drexel Drive  
Dallas, Texas 75205

**Via Email:**

[cgordon@hptx.org](mailto:cgordon@hptx.org)

Clarifications will be provided in writing as quickly as possible. Clarifications which might affect the other parties' responses will be distributed to all known interested parties. Early requests for clarification are encouraged.

**The deadline for questions and/or requests for information to this RFP is September 9, 2022, by 10:00 a.m. Central Standard Time.**

- K. **Contact with Town Staff.** Interested parties are not permitted to contact (*by any means of communication*) Town staff or other persons affiliated with the Town for any reason other than work relating to existing contracts, before, during and after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFP, and these requests shall be directed to the contact person identified above.

## 2. PROPOSAL SPECIFICATIONS AND TECHNICAL CONDITIONS.

### A. **Proposal Specifications.**

1. **Description of Contract Services.** The Contract shall encompass all contract labor services at Town Parks/Facilities, including, but not limited to, the following activities:
  - a. **Irrigation Repairs.** Repair of irrigation systems in various parks and parkways throughout the Town.
  - b. Trimming, clean-up, plant, and bed care, weeding, replacement plant materials, mulching, pruning and leaf removal.
  - c. **Plant and Bed Care.** Landscaped beds shall be edged in spring prior to mulching. Excess soil and turf shall be removed from the property and not allowed back into the bed.
  - d. **Weeding.** Weeding in mulched beds shall be performed every week or as needed to maintain a neat appearance. Physical weeding shall be the preferred method of unwanted plants in mulched beds (*care taken to remove the root of these plants*). Weeds in seams and cracks of sidewalks and curbs shall be sprayed with a broad-spectrum herbicide, as needed.
  - e. **Placement of Plant Materials.** Plant materials that need replacing will be on an as needed basis.
  - f. **Mulching.** As often as needed.



- g. **Pruning.** Trees / shrubs / plants shall be pruned to maintain a natural appearance of the species with removal of non-variegated stems, stray shoots, suckers, and dead / damaged / diseased wood in the spring after flowering or late summer (*depending upon specific species requirements*).
2. **Right of Way.** The work herein contracted to be done shall be performed only on Town-owned property or in easements dedicated to the Town. The successful bidder, its successors or assigns, shall be solely responsible and liable for any and all operations inside and outside of the public domain of the Town of Highland Park, Texas.
3. **Barricades, Lights and Watchmen.** The successful bidder shall furnish and erect such barricades, fences, lights, and danger signals; shall provide such watchmen; and shall take such precautionary measures for the protection of persons or property and of the work as are necessary. A sufficient number of barricades and lights shall be erected to keep vehicles from being driven under, or into, any work in progress. Orange traffic cones shall be placed behind work vehicles on the shoulder of the road to collect tree debris as pruned.
4. **Work Order.** The Town will notify the successful bidder in writing that the required contract document have been received, execution of the contract documents has been completed, and establish a date for commencing work on the project. Work may occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
5. **Clean-Up.** After work is completed, the various project sites, including stockpile sites, equipment storage items, and other areas used by the successful bidder shall be cleaned by the successful bidder of all equipment and material foreign to the site. The clean-up of all sites shall be to the satisfaction of the Town. Failure by the successful bidder to remedy the adequate clean-up of one or more sites after being notified by the Town in writing shall provide the opportunity for the Town to seek a credit, among other remedies.
6. **Public Utilities.** The maintenance of existing service through sewers, gas mains, water mains, overhead and underground power, cable, and telephone lines, owned either by the Town or by public utility companies, shall be the responsibility of the successful bidder and agreement on construction methods to provide for such maintenance shall be negotiated by the successful bidder with the Town and/or with the various utility companies.

B. **Quality Control.**

1. **Inspections.** Inspections of Town Parks and Facilities will be made by Town's designated representative on a regular basis. The Successful bidder shall agree to participate in scheduled inspections with Town's designated representative.
2. **Assessment of Work.**

**If any of the work is not completed in accordance with the written requirements specified in the RFP and/or contract documents, the successful bidder will receive written notice of non-compliance (via email and regular mail).**

Standards used to assess the quality of work are specified in this Section. Work which fails to meet specified standards will be brought to the attention of the successful bidder. The successful bidder will then be requested to correct the identified issue(s). Failure by the successful bidder to take corrective action(s) within forty-eight (48) hours shall result in the work being done by others and costs charged to the successful bidder. Emergencies, as determined solely by the Town, shall require same-day response.

Failure to provide a satisfactory level of service will result in a credit adjustment. Town reserves the right to determine the credit adjustment.

- a. **Supplies.** The successful bidder shall supply all supplies and materials as may be required to perform the work assignments outlined in these specifications. Note: all landscape materials including mulch and plant material shall be provided by the Town of Highland Park.
  - b. **Equipment.** Successful bidder shall furnish all equipment and/or apparatus required to perform the work assignments outlined in these specifications. The successful bidder shall maintain said equipment and/or apparatus in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance. Equipment determined by Town to be unacceptable will be removed and replaced immediately by the successful bidder.
3. **Personnel / Employees.** The successful bidder shall employ competent, qualified workers who can perform the required services. All personnel shall be appropriately supervised and directed by trained and qualified supervisors. Successful bidder needs to identify to Town staff at least one (1) employee who is able and accessible to communicate in English.

Successful bidder shall employ individuals who are citizens of the United States or who have proof of right-to-work status. The successful bidder shall be in compliance with all federal and state immigration laws.

The successful bidder shall not assign duties at Town facilities to any individual who, within the preceding 5-years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.

The successful bidder shall maintain a *roster of employees, their work assignment* and their home address and phone number. It shall be the responsibility of the successful bidder to keep the employee roster current.

The successful bidder shall ensure that his/her *employees do not bring children, or any other guest*, to work with them in any Town Park or Facility.

The successful bidder shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.

If Town shall deem any employee as unacceptable or unsatisfactory, successful bidder shall remove such employee from the work force and shall supply suitable replacement, therefore.

4. Identification. Employees of the successful bidder shall be required to always display an ID badge while on duty in any Town Park or Facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. All employees of the successful bidder who **is NOT** displaying their ID badge will not be allowed to work in any Town Park or Facility.

The successful bidder's employees shall be required to wear a distinctive uniform. This uniform must consist of a shirt bearing the company's name or logo.

Uniforms, whether shirts or full uniforms, shall be the same for all employees. Successful bidder's employees are expected to comply with the following park and facilities guidelines:

- 4.1 All clothing should be clean, in good repair, pressed and of appropriate size.
- 4.2 Clean uniforms are to be worn daily.
- 4.3 Shirts are to be properly buttoned and/or tucked into pants.
- 4.4 Headbands, shower caps, etc. are not permitted.
- 4.5 **NO** open-toed shoes, sandals, flip-flops, or other casual or lounging footwear are permitted.

- 4.6 Smoking is **NOT** permitted in or on any Town facilities.
  - 4.7 Radios of any kind (*except for 2-way devices*) are **NOT** to be used during the performance of job duties. This applies to earphone-type radios, wireless headphones or earbuds and streaming services.
  - 5. The Town of Highland Park policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The successful bidder shall adhere to all applicable Equal Employment Opportunity policies and laws.
  - 6. **Pre-Employment Screening and Criminal History Check**. The successful bidder shall provide Town with the full legal name and maiden name (*if applicable*); date of birth; social security number; government issued driver license or personal identification card number; and legal address of all employees working in Town facilities. The successful bidder will provide Town with a complete criminal history for all full-time or part-time contact personnel no later than 10-calendar days after the employee begins work. No contract employee will be permitted to work if the criminal history reveals conviction of a felony or crime of moral turpitude. In addition to the required background check, Town requires all new employees' paperwork to be approved prior to starting within any Town facility. Contract employees must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number. Contractual employees will receive an access clearance level and identification approval from the Town representative.
3. **SELECTION PROCESS AND CONDITIONS OF AWARD.**
- A. **Audit**. Town reserves the right to audit the records and performance of any successful bidder during the term of the contract between Town and the successful bidder and for three (3) years after the expiration or termination of said contract.
  - B. **SUCCESSFUL BIDDER SHALL:** IN CONSIDERATION FOR THE AWARD OF THE BID, THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS TOWN AND ALL OF ITS OFFICERS, MANAGERS AND EMPLOYEES, AND ALL ENTITIES, THEIR OFFICERS, MANAGERS, AND EMPLOYEES WHO ARE PARTICIPATING THE CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR ON ACCOUNT OF ANY INJURIES, INCLUDING DEATH, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SUCCESSFUL BIDDER, OR OF ANY MANAGER, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM BID AWARD. SUCCESSFUL BIDDER SHALL PAY ANY JUDGEMENT WITH COST

**WHICH MAY BE OBTAINED AGAINST TOWN AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.**

- C. **Termination for Default.** Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of any breach or default of the contract. Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting second bidder.
- D. **Acceptability.** All articles enumerated in the Bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this face shall be certified to the Director of Development Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to the specifications must be replaced by the Bidder at its sole expense. All disputes concerning quality of supplies utilized in the performance of this Bid will be determined solely by the Director of Development Services or designated representative.
- E. **Remedies.** The successful Bidder and Town shall agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- F. **Choice of Law and Venue.** The contract will be governed and construed according to the laws of the State of Texas. The contract is performable in Dallas County, Texas. Exclusive venue for any claim or legal dispute that is related to this contract in any manner shall only lie in the State of Texas District Courts or competent jurisdiction that are physically located in Dallas County, Texas.
- G. **Silence of Specification.** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations or these specifications shall be made based on this statement.
- H. **No Prohibited Interest.** Bidder acknowledges and represents that they are aware of the laws of the State of Texas regarding conflicts of interest. No officer, whether elected or appointed, or any employee, whether full or part-time, of Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with

Town; or have a substantial financial interest, direct or indirect in the sale to Town of any land, materials, supplies or services.

- I. **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 the contract, then such party shall give notice and full particulars of such 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 or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, 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 caused not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties with such settlement is unfavorable in the judgment of the party having the difficulty.
- J. **Disclosure of Certain Relationships.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, contractor, or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Town not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- By submitting a response to this request, a vendor or contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.
- K. **Purchase Orders.** A purchase order(s) shall be generated by the Town Director of Administrative Services or the assigned designee to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Town shall not be responsible for any workorders placed and/or performed, outside of this contract, without

a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

- L. **Bid Security / Bond Requirements.** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to Town, prior to commencement of any work pursuant to the contract provisions.
- M. **Funding.** Town is a home-rule municipal corporation operated and funded by an October 1 to September 30 basis, accordingly, Town reserves the right to terminate, without liability to Town, any contract for which funding is not available.
- N. **Taxes.** Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by Town and furnished upon request by the Finance Department.
- O. **Payment Terms.** Payment terms are Net 30 unless otherwise specified by Town in this document. Prompt payment discounts may be used by Town in determining the lowest responsible bidder.
- P. **Invoices.** Invoices must be submitted by the successful bidder to:

[TSPayables@hptx.org](mailto:TSPayables@hptx.org).

#### 4. **EVALUATION CRITERIA.**

- A. **Submission.** Bidders are requested to submit their proposal in accordance with the guidelines specified in this section and the specifications outlined in the RFP, however, should you wish to provide supplemental documents or information to support or clarify your proposal, you may do so in a separate document.
- B. **Timeline.** The RFP will maintain the timeline order below; changes to the timeline order below will be amended by written Addendum.
  - 1. Distribution
  - 2. Pre-Submission Meeting
  - 3. Submission of RFP-Related Questions
  - 4. Written Response to Questions (*Written Addendum*)
  - 5. Deadline for Proposal Submissions

6. Review and Evaluation of Proposals
7. Notification to Bidders
8. Contract Commencement

- C. **Contents of Proposal.** Elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested (*via written Addendum*), the inclusion of corporate brochures and narratives should be sent separately from the Submission.

Bidders shall submit three (3) bound copies and one electronic copy of the Proposal, with all accompanying schedules, appendices or addenda delivered in a sealed envelope to the mailing address listed on the title page of this RFP.

Proposals submitted after the closing time or that do not follow the requirements as set forth in this RFP may not be accepted and may be returned to the Bidder.

Amendments to a Proposal may be submitted if delivered in writing prior to the closing time, marked accordingly with the Bidder's name and the RFP title.

Proposals may be withdrawn by written notice only, provided such notice is received at the Town office prior to the closing date and time. Proposals shall be valid for 90-days from submission. Proposals should be submitted according to the RFP schedule on the required date.

Bidders are required to follow all formats included herein attaching any additional appendices that may be required. Proposals should be arranged as follows:

1. **Title Page:** The title page shall show the RFP Title, closing time and date, Bidder name, address, telephone number, contact email address and the name and title of the contact person(s).
2. **Proposal Forms:** The Bidder shall complete and return with the Proposal any Proposal Forms included in this RFP in accordance with the instructions provided herein. This must be submitted within the provided format.



**D. Evaluation of Submissions.**

1. The following criteria will be considered during the evaluation process to select the Bidder best suited. This listing does not represent the order of importance of each factor:

1. The ability of Bidder to provide the services outlined in this RFP.
2. Bidder's knowledge and understanding of equipment and systems.
3. References provided by Bidder or from other clients.
4. Bidder's understanding and compliance of their Submission.
5. Cost of Services.

2. **THIS IS A BEST-VALUE BID.** Town shall evaluate each Submission on the following criteria, weighted below to show the relative importance for each criterion in considering the award of this Bid:

a. Price	40%
b. Reputation ( <i>References and/or previous experience with the Town</i> )	30%
c. Services Provided / Value Added / Responsiveness	20%
d. Sample Invoicing	<u>10%</u>
e. Grand Total – Evaluation Criteria	<b>100%</b>

**E. Submission Terms and Conditions.**

Notwithstanding any other provision in the Submission documents, Town has at its sole discretion, the unfettered right to:

- a. Accept any Proposal.
- b. Reject any Proposal.
- c. Reject all Proposals.
- d. Accept a Proposal, which is not the lowest priced Proposal.
- e. Reject a Proposal, even if it is the only Proposal received by the Town.
- f. Accept all or any part of a Proposal.
- g. Split the services between one or more Bidders if deemed necessary by Town or to exclude some services from the Award.

All Submissions of Proposals shall be irrevocable and remain open for acceptance for at least 90-days after the closing time, regardless of whether another Proposal has been accepted.

Any deviation from the requirements or the conditions specified in this RFP must be clearly marked as “***Deviations***” and placed in a separate section of the Bidder’s Proposal. Town will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Bidder’s Proposal, Town expects the Bidder to be in full compliance of the requirements and conditions stated herein.

A Proposal, which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to this RFP, may be rejected in whole or in part by Town at its sole discretion. Town may waive any non-compliance with the RFP, specifications, or any condition of anything required by the RFP and may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

**BID PROPOSAL FORM**  
**CONTRACT LABOR SERVICES FOR TOWN PARKS AND FACILITIES**

**I. RATES.**

A. Weekly Crew Rates. Respondents shall provide a weekly crew rate that is inclusive of labor, equipment, tools, transportation, supervision, and insurance for each of the following tasks:

1. Weekly Rate (*2-Person Crew*) \$ \_\_\_\_\_.
2. Weekly Rate (*3-Person Crew*) \$ \_\_\_\_\_.
3. Twice Per Week Crew Rate (*2-Person Crew*) \$ \_\_\_\_\_.
4. Twice Per Week Crew Rate (*3-Person Crew*) \$ \_\_\_\_\_.
5. Three Times Per Week Crew Rate (*2-Person Crew*) \$ \_\_\_\_\_.
6. Three Times Per Week Crew Rate (*3-Person Crew*) \$ \_\_\_\_\_.

B. Daily Labor Rates. Respondents shall provide a daily labor hourly rate that is inclusive of labor, equipment, tools, transportation, supervision, and insurance for each of the following tasks:

1. Irrigation \$ \_\_\_\_\_ per person, per hour.
2. General Labor (*including landscape and landscape maintenance*) \$ \_\_\_\_\_ per person, per hour.
3. Tree Care Maintenance \$ \_\_\_\_\_ per person, per hour.

**II. ANNUAL RATE ESCALATION DURING PRIMARY TERM.**

A. Escalation Clause. Should market conditions prevail which dictate an increase, the successful bidder may submit documentation requesting permission to increase pricing one time per year, no later than July 31 each year under the Primary Term of the Contract. Escalation may only occur at the time written notice is provided to Town by the specified date and will only be valid upon successful bidder obtaining the written approval of Town. Requests for price adjustments on an annual basis must be solely for the purpose of accommodating an increase in the successful bidder's costs, not profit.

Bidders shall identify in this proposal their anticipated percentage of escalation during the Primary Term. The percentage identified will be a maximum value. In addition, the percentage proposed will be a factor in determining the Best Value for the Town. It is the average price over the period of the Primary Term that will be the price factor considered in the evaluation of the proposals.

Proposals with negative or no escalation is shown will be considered as 0% escalation over the duration of the Primary Term.

**B. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR SECOND YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %

**C. ANTICIPATED MAXIMUM VALUE, ANNUAL ESCALATION FOR FINAL YEAR OF PRIMARY TERM:**

\_\_\_\_\_ %

**III. RATE ESCALATION, EXTENSION BY RENEWAL TERM(S).**

- A. Escalation Clause. If approved by Town in writing, the successful bidder shall modify the rates charged to the Town to reflect any changes shown in the comparative statement delivered to the Town. This modification shall be proposed by the successful bidder at the time written notice of extension of the Contract by exercising one or more of the Renewal Terms is provided by the Town. The Town shall have authority, in its reasonable discretion, to determine the validity of any changes to the successful bidder's rates. The maximum increase allowed under this provision shall be three percent (3%) per year. The baseline hourly rate for the Renewal Terms shall be the approved hourly rate, including escalation approved by the Town, for the third year of the Primary Term.

Town cannot exercise the option to extend the Contract by one or more Renewal Terms unless the bidder completes Section II of the proposal requesting the anticipated percentage of annual escalation as specified in Section II(B) and Section II(C) above.

## TOWN OF HIGHLAND PARK CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Highland Park shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town, a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

### Type of Contract

Special Events

### Type and amount of Insurance

General Liability insurance for personal injury (*including death*) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage.

Statutory Workers compensation insurance as required by state law.

*(If the contractor serves alcoholic beverages)* Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

*(If high risk or dangerous activities)* Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars.

*(If automobile or limousine service is involved even if volunteers).*

	Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	<p>General Liability insurance for personal injury (<i>including death</i>) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (<i>If high risk or dangerous activities</i>) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by state law.</p>
Professional Services	<p>Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.</p> <p><i>(If size or scope of project warrant)</i></p> <p>Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.</p> <p>Statutory Workers compensation insurance as required by State law.</p>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

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

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

PRODUCER	ABC Insurance Brokerage 1234 Drexel Drive Highland Park, Texas 75205	CONTACT NAME: John Smith PHONE (A/C, No. Ext): 214-555-9999 E-MAIL: johnsmith@abcinsurance.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Name INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	FAX (A/C, No.): 214-555-9898 NAIC #: 12345
INSURED	Your Company Name Here Address of Insured Address of Insured		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: _____	X	987654	04/05/2019	04/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRE AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		123456	04/05/2019	04/05/2020	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB D&D RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/OWNER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A X	123456	04/05/2019	04/05/2020	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

The Town of Highland Park, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
Town of Highland Park 4700 Drexel Drive Highland Park, Texas 75205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (*Check all that apply*):

\_\_\_\_\_ Ownership of ten percent (10%) or more of the voting shares of the business entity.

\_\_\_\_\_ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

\_\_\_\_\_ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

\_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

\_\_\_\_\_ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ None of the above.

Upon filing this affidavit with the Town of Highland Park, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT. CODE, as amended, is a member of a public body which acted on the contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form TCG 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2271

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person: \_\_\_\_\_

Signing, Title, and  
Company \_\_\_\_\_

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

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2271.002. Provision Required in Contract

Effective: September 1, 2019

A governmental entity may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint-venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this State.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

Contract Identifier: Request for Proposal, Parks Labor 2022-08  
Department: Development Services Department

Form TCG 2252  
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Company hereby verifies the following:

1. Company does not engage in business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Company is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

**SIGNED BY:** \_\_\_\_\_

**Print Name of Person:** \_\_\_\_\_

**Signing, Title, and  
Company** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

STATE OF TEXAS       §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned Notary Public on this day personally appeared \_\_\_\_\_(Name), on behalf of \_\_\_\_\_(Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

Government Code § 2252.152. Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.

Effective: September 1, 2017

A governmental entity may not enter a governmental contract with a company that is identified on a list that is prepared, maintained, and made available to each governmental entity by the comptroller, said list including companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**The following definitions apply:**

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

**State law requires verification from a Company for contracts involving goods or services (*regardless of the amount*) before the City can enter the contract.**

**Contract identifier:**    Request for Proposal, Parks Labor 2022-08  
**Department:**        Development Services Department



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 18, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

---

### **TITLE**

Consider approval of the minutes of the Town Council meeting held on October 4, 2022.

### **BACKGROUND**

### **RECOMMENDATION**

### **FINANCIAL IMPACT**

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
2022-10-4_TC_Minutes.pdf	Minutes of the October 4, 2022 Town Council Meeting

MINUTES OF A MEETING OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS,  
HELD AT THE TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205, AT 8:00 A.M.  
ON TUESDAY, OCTOBER 4, 2022.

Present at the meeting were Mayor Will C. Beecherl, Mayor Pro Tem Craig Penfold, and Town Council Members Marc Myers, Lydia Novakov, Don Snell, and Leland White.

Mayor Beecherl introduced himself, and called the meeting to order at 8:00 a.m. Mayor Pro Tem Craig Penfold gave the Invocation.

Mayor Beecherl asked if anyone wished to address the Town Council and explained that the Town Council may not discuss or make decisions on items not listed on the agenda. Issues raised may be referred to staff for research and possible future action. No comments were made.

***CONSENT AGENDA***

On a motion by Mayor Pro Tem Penfold, seconded by Council Member Myers, the Town Council voted unanimously to approve Items A. – D. on the Consent Agenda. These items were reviewed and discussed at a prior Study Session.

- A. Consider approval of a managed services agreement with Axxys Technologies.*
- B. Consider approval of interlocal agreements with the City of University Park for the Drug Abuse Resistance Education and the School Resource Officer programs.*
- C. Consider approval of the minutes of the Town Council meeting held on September 20, 2022.*
- D. Consider approval of the minutes of the Town Council study session held on September 20, 2022.*

Mayor Beecherl adjourned the Town Council meeting at 8:03 a.m.

Approved on this the 18<sup>th</sup> day of October 2022.

APPROVED:

Will C. Beecherl  
Mayor

ATTEST:

Holly Russell  
Interim Town Secretary



# TOWN OF HIGHLAND PARK

## Agenda Briefing

Council Meeting: October 18, 2022

Department: Town Secretary

Presenter: Joanna Mekeal

---

### TITLE

Consider approval of the minutes of the Town Council study session held on October 4, 2022.

### BACKGROUND

### RECOMMENDATION

### FINANCIAL IMPACT

### ATTACHMENTS:

File Name	Description
2022-10-4_TCSS_Minutes.pdf	Minutes of the October 4, 2022 Town Council Study Session

MINUTES OF A STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS, HELD AT TOWN HALL, 4700 DREXEL DRIVE, HIGHLAND PARK, TX, 75205 AT 8:09 A.M. ON TUESDAY, OCTOBER 4, 2022.

Present at the meeting were Mayor Will C. Beecherl, Mayor Pro Tem Craig Penfold, and Town Council Members Marc Myers, Lydia Novakov, Don Snell, and Leland White.

**Future Agenda Discussion**

*Review and discuss a petition from residents requesting "Resident Only Parking" on the east side of the 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.* Chief Wayne Kilmer, Assistant Director of the Department of Public Safety, explained the residents at 4608 Abbott Avenue have requested the Town Council designate the east side of the 4600 block of Abbott as "Resident Only Parking". Residents have also requested the north side of the 3400 block of Knox street be changed from "Two Hour Parking" to "Resident Only Parking". Residents have become increasingly concerned as the parking challenges have worsened recently due to construction and increased vehicular traffic as shopping patrons look for parking. Residents of the 4600 block of Abbott Avenue have petitioned the Town Council to establish a Resident Only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park. Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the east side of the 4600 block of Abbott Avenue and the north side of the 3400 block of Knox Street as "Resident Only Parking" without "Two Hour Parking." In answer to a question posed by Mayor Beecherl, Assistant Director Kilmer replied that the signage would result in pushing parking to the other side of the streets and possibly result in more resident petitions for "Resident Only Parking" as well. Council Member Myers remarked that there was still no known parking plan for the development in that area, to which Bill Lindley, Town Administrator, noted that a parking plan is expected in a few months' time. Assistant Director Kilmer let the Council know that there would be a public hearing on the issue on October 18, 2022, and then the Town Council could take action on the matter. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

*Review and discuss bids submitted for Janitorial Services for Town Hall, Library, and the Service Center.* Chelsey Gordon, Assistant Director of Development Services presented the results of the Request for Proposals ("RFP") for janitorial services. In Fiscal Year 2017, facilities maintenance bids were received, which included janitorial services for a one-year contract, with four, one-year renewal terms. The current contract with Night Line Janitorial Services expired on September 30, 2022, but was extended through October 2022, to give staff time to execute a new contract. A RFP went out for a three-year contract for janitorial services with three, one-year renewal options. The RFP was published in The Daily Commercial Record on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and received bids were opened on September 15, 2022. Six bids were received, with one incomplete bid being disqualified. The Town's RFP requested pricing based on the current janitorial scope of services for five days a week cleaning at Town Hall and the Library, as well as three days a week cleaning at the Service Center. The awarded contract



would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for three, one-year options. Staff recommends approval of the best value bid submitted by Night Line Janitorial Services in the amount of \$35,743.44. Night Line Janitorial Services was the second lowest priced bid but ranked highest due to longevity and good working relationship with the Town. Bill Lindley, Town Administrator, confirmed that it is more cost effective to outsource janitorial services than to hire staff for the same purposes. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

*Review and discuss a bid for contract labor services in the Parks Department.* Chelsey Gordon, Assistant Director of Development Services explained the Town has contracted for landscape planting and related maintenance support for the last several years. The current contract provides for two workers for four days a week, working an eight-hour day, at a weekly cost of \$1,747.84. Contract labor was first introduced in 2016, as a one-year contract to examine how contracted labor services would work for the Parks Department. In Fiscal Year 2017, this contract was expanded and bids were received for a three-year contract, with two one-year renewal terms. The current contract with A & A Landscape expired on September 30, 2022, but was extended through October 2022, to give staff time to execute a new contract. The proposed contract provides for an additional day of work throughout each week to assist the Town in managing the increased workload resulting from added landscaping over the last year. Funding to accommodate the contract change is included in the Fiscal Year 2022-23 Adopted Budget. A Request for Proposals (“RFP”) went out for a three-year contract for parks maintenance labor, with four one-year renewal options. The RFP was published in *The Daily Commercial Record* on August 22, and August 29, 2022. A pre-bid meeting was held on September 7, and bids were opened on September 15, 2022. A total of six bids were received. The RFP requested a range of pricing from weekly, twice a week, and three times a week maintenance services for two and three-person crews. The most advantageous is based on two workers, five days a week, eight hours a workday. The bid submitted by A&A Landscaping is \$46,392.32 more than the current contract. The bid includes an annual escalator of 3%. This contract would begin on November 1, 2022, and end on October 31, 2025, with the Town reserving the option to renew the agreement for four one-year options. Staff recommends approval of the best value bid submitted by A&A Landscape. Ms. Gordon confirmed the question of Mayor Pro Tem Penfold that none of the contract labor is employed by the Town, and they do work under the supervision of Town Parks staff. She also explained to answered Mayor Beecherl’s question that the bid is equivalent to hiring a Parks Maintenance II and III employee based on the midpoint pay range. However, it does not take into account the cost of fuel, tools, and vehicles owned by the contractor. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

*Consider a resolution regarding the Distribution Cost Recovery Factor proposed by Oncor Electric Delivery Company.* Karen Kurtin, Deputy Chief Financial Officer, explained that on May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the Town to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average

residential customer using 1,300 kWh/month would be about \$6.02 per month. In a prior Town action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the Town, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied. Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission. All cities with original jurisdiction will need to adopt the Resolution prior to October 30, 2022. Staff recommends approval of the resolution denying the proposed rate change. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

*Review and consider approval of an interlocal agreement with Dallas County for participation in the Household Hazardous Waste Program.* Lori Chapin, Director of Engineering Services, explained the Town has participated with Dallas County and 16 other municipalities in the Dallas Area Household Hazardous Waste Network ("HHW Network") since its inception in 1994. The purpose of the HHW Network is to minimize or eliminate the improper disposal of household hazardous waste into landfills and/or stormwater sewers through reuse, recycling, education, collection, and disposal. Dallas County provides project management and operation of the HHW Network at the Home Chemical Collection Center (Collection Center), located at 11234 Plano Road, in Dallas, Texas. As a participant in the County Program, Town residents can take paint, solvents, garden chemicals, cleaners, polishes, pool chemicals, batteries, automotive fluids, oil filters, florescent lights, computers, and cell phones to the Collection Center for proper disposal. There is no direct charge to the resident for this service. A driver's license and a utility bill must be presented to the Collection Center as proof of residency in a participating municipality. As of January 2019, the Town provides three forms of HHW collection. These services include access to the Collection Center, an on-call collection service, and biannual local mobile collection events. Staff recommends approval of the interlocal agreement, which has been reviewed by the Town Attorney. Ms. Chapin explained in response to a question by Mayor Pro Tem Penfold that an average of 350 residents used the Collection Center's services in 2021-2022, which is about 60 visits per quarter. Ms. Chapin also explained that the Collection events the Town hosts are limited to two per year, and very successful. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none. On a motion by Council Member Snell, and seconded by Council Member Novakov, the Council unanimously agreed to accept the interlocal agreement.

## **Reports**

*Review and discuss the monthly Financial and Investment Reports for the period ending July 31, 2022.* Karen Kurtin, Deputy Chief Financial Officer, presented the Financial and Investment Report for the period ending July 31, 2022, which marks the completion of the tenth month of the 2021-22 fiscal year. The Year-to-Date percentage for budgetary comparison purposes is 83.3%. General and Utility Fund combined revenues amount to \$36,023,230 which is 94.5% of the annual budgeted amounts. The General and Utility Fund combined expenditures and encumbrances amount to \$33,416,701 or 86.3% of the Fiscal Year 2021-22 Combined Budget. These reports were provided to the Finance & Audit Advisory Committee on September 23, 2022. Ms. Kurtin replied to a few questions of clarification concerning definitions and fund restrictions. Mayor Beecherl asked the Town Council if they had any further questions, to which there were none.

## **CLOSED SESSION**

- 1. In accordance with the Texas Government Code, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices (school campus security).*
- 2. In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – Personnel Matters – the Town Council will convene into closed session to conduct the annual performance evaluation of the Town Administrator.*

Mayor Beecherl recessed the study session at 8:58 a.m., and convened a closed session at 8:58 a.m., pursuant to: (1) In accordance with the Texas Government Code, Section 551.076 - the Town Council will convene into closed session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices (school campus security); and (2) In accordance with Texas Government Code Chapter 551, Subchapter D, Section 551.074 – Personnel Matters – the Town Council will convene into closed session to conduct the annual performance evaluation of the Town Administrator.

Mayor Beecherl ended the closed session at 10:45 a.m., and reconvened the study session in open session at 10:46 a.m. No final action, decision, or vote was taken during the closed session.

## OPEN SESSION

Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 1. above, shall be made, if any. No motion was made.

Pursuant to Section 551.102 of the Texas Government Code, the final action, decision, or vote regarding Closed Session Item 2. above, shall be made, if any. No motion was made.

Mayor Beecherl adjourned the Town Council meeting at 10:46 a.m.

APPROVED on this 18<sup>th</sup> day of October 2022.

APPROVED:

Will C. Beecherl  
Mayor

ATTEST:

Holly Russell  
Interim Town Secretary



# **TOWN OF HIGHLAND PARK**

## **Agenda Briefing**

Council Meeting: October 18, 2022

Department: Department of Public Safety

Presenter: Assistant Director Wayne Kilmer

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### **TITLE**

Consider approval of a petition from residents requesting "Resident Only Parking" on the east side of the 4600 block of Abbott Avenue, and north side of the 3400 block of Knox Street.

### **BACKGROUND**

Residents at 4608 Abbott Avenue have requested the Town Council designate the east side of the 4600 block of Abbott as "Resident Only Parking". Residents have also requested the north side of the 3400 block of Knox Street be changed from "Two Hour Parking", to "Resident Only Parking".

Residents have become increasingly concerned as the parking challenges have worsened recently due to construction and increased vehicular traffic as patrons look for parking.

Residents at 4608 Abbott Avenue have petitioned the Town Council to establish a Residential-only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park; and have met the requirements to move the measure forward.

Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the east side of the 4600 block of Abbott Avenue and the north side of the 3400 block of Knox Street as "Resident Only Parking" without "Two Hour Parking."

### **RECOMMENDATION**

This request is provided for Town Council at the direction of staff. Enforcement of an ordinance amendment as suggested by the residents will be enforced on a complaint-basis as the HPDPS does not have an active parking enforcement program.

### **FINANCIAL IMPACT**

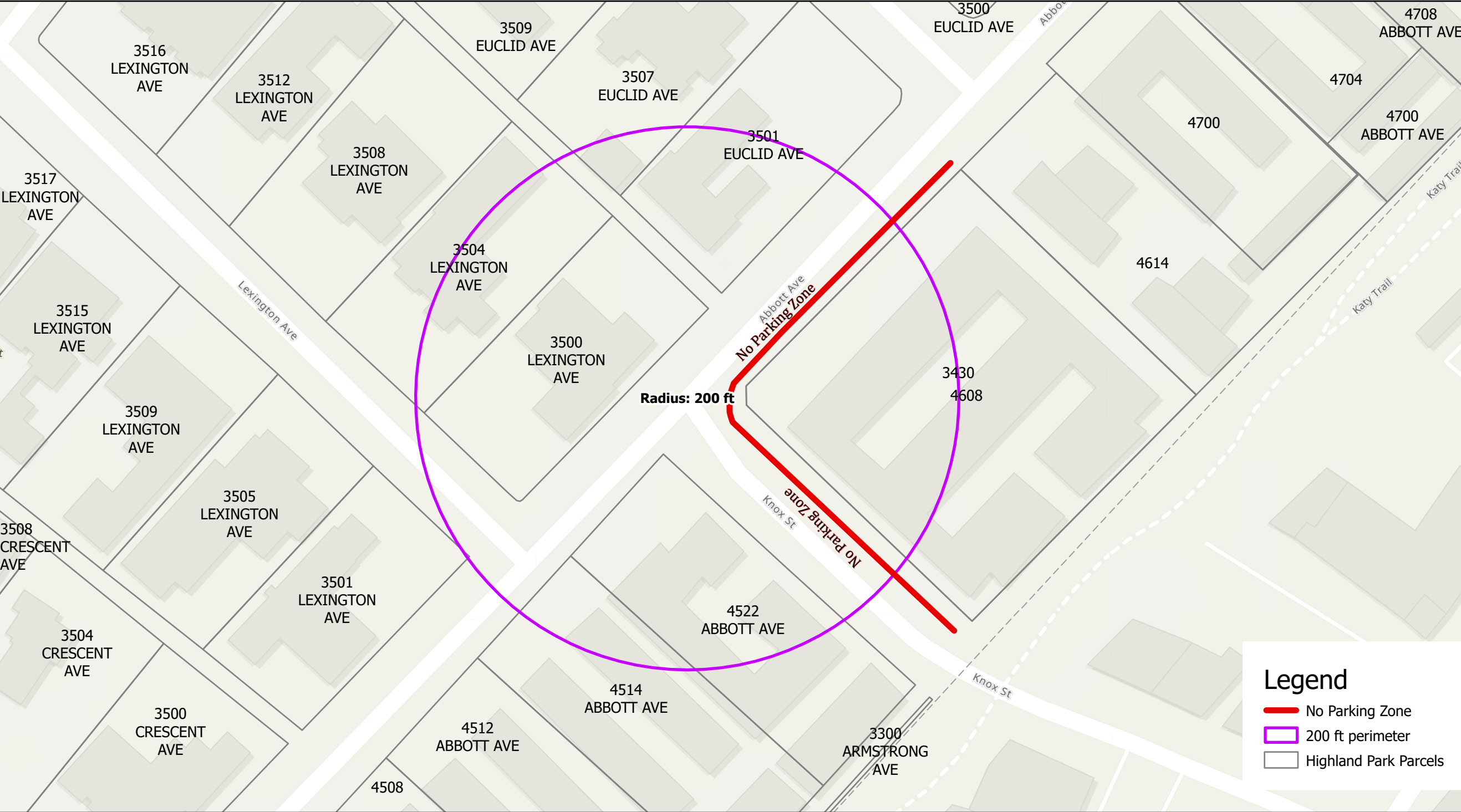
Installation of six parking restriction signs will cost approximately \$1,000.00.

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
HighlandPark_AbbottAveandKnoxSt_08262022.pdf	Map
rescheduled_hearing.docx	Residential Mailer
2111_REVISION_FINAL_PDF.pdf	Resident-only ordinance
2113_REVISION_FINAL_PDF.pdf	2-hour parking Ordinance



# Highland Park - Construction along Abbott Ave and Knox St



MAYOR  
*Will C. Beecherl*  
MAYOR PRO TEM  
*Craig Penfold*  
TOWN ADMINISTRATOR  
*Bill Lindley*



TOWN COUNCIL  
MEMBERS  
*Marc Myers*  
*Lydia Novakov*  
*Don Snell*  
*Leland White*

September 13, 2022

## TOWN OF HIGHLAND PARK

### TOWN COUNCIL PUBLIC HEARING

The public hearing originally scheduled for September 20<sup>th</sup> **has been moved to October 18, 2022.** The Town Council will conduct a public hearing at 8:00 a.m. on Tuesday, October 18, 2022, to consider a request to create a Resident-only Parking Area on the east side of the 4600 block of Abbott Avenue. The Council will also consider the request that the north side of the 3400 block of Knox be designated Resident-only parking and to remove two-hour parking designation in the same block. I apologize for any inconvenience this rescheduling may have caused.

The public may also email their comments to the Town Secretary by 3:00pm on Monday, October 17, 2022, at [publiccomment@hptx.org](mailto:publiccomment@hptx.org). The Town Secretary will read the email to the Town Council during the public comment portion of the meeting. Please include your name and address in the body of the email, along with your comment pertaining to an item on the agenda.

Residents of the 4600 block of Abbott Avenue have petitioned the Town Council to establish a Residential-only Parking Program under Sec. 12.07.183, Ordinance 1976, of the Town of Highland Park.

Sec. 12.07.182 of the Code of Ordinances includes the process for modifying a Resident-only parking area; and the Town is in receipt of the Petition to designate the 4600 block of Abbott Avenue and the 3400 block of Knox Street as Resident-only parking without “two-hour parking.”

For additional information regarding this application, contact Assistant Director of Public Safety Wayne Kilmer at (214) 559-9411 or [wkilmer@hpdps.org](mailto:wkilmer@hpdps.org). All interested parties are invited to attend the public hearing.

Wayne Kilmer  
Assistant Director of Public Safety





## **ORDINANCE NO. 2111**

**AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.07 REGARDING RESIDENT-ONLY PARKING; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Transportation Code, Section 542.202(a)(2) Powers of Local Authorities, grants the Town of Highland Park (the "Town") the authority to regulate parking generally; and

**WHEREAS**, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

**WHEREAS**, the Town is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

**WHEREAS**, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

**WHEREAS**, the purpose of this ordinance is to protect the health, safety, and welfare of the residents of the Town of Highland Park.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Highland Park, Texas:

**SECTION 1.** That all matters stated above are found to be true and correct and are incorporated herein by reference.

**SECTION 2.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Section 12.07.181 Definition is amended in part to add the following defined term:

“Abbott Parking Zone” has the specific meaning in this ordinance of the geographical location of the east side of the 4600 block of Abbott Avenue, starting at the intersection of Abbott Avenue and Knox Street, and running northbound on 4600 Abbott Avenue for 241 feet. “Abbott Parking Zone” also, simultaneously, includes the north side of 3400 Knox Street, starting at the intersection of Abbott Avenue and Knox Street, and running eastbound for 244 feet.

**SECTION 3.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Section 12.07.186 Parking regulations within a resident-only parking area, subsections a) and b) are amended to read as follows:

- a) Except as provided in subsections (b) and (c), no vehicle shall be parked in a resident-only parking area between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, without displaying a permit issued under this division. This subsection does not apply to the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, where resident-only parking is enforced Monday through Sunday, 24 hours a day. Except as

provided in subsections (b) and (c) no vehicle shall be parked in any of the resident-only parking areas of the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone without displaying a permit issued under this division. In addition, except as provided in subsections (b) and (c) no vehicle shall park, stop, or stand in any of the resident-only parking areas of the 4200 and 4300 blocks of Livingston Avenue or the Abbott Parking Zone without displaying a permit issued under this division.

- b) Nonpermitted vehicles may be parked for no more than two (2) contiguous hours in the same location. This subsection does not apply to the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, where nonpermitted vehicles may never be parked except for delivery vehicles delivering to residents of the 4200-4300 blocks of Livingston Avenue and the Abbott Parking Zone and except for parking for no more than 5 minutes, and as provided in subsection (c) below.

**SECTION 4.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.189(c) Issuance of a permit by Director is amended in part to read as follows:

(c) No more than two (2) residential parking permits, and not more than three (3) residential parking permits for residences in the 4200 block of Livingston Avenue, the 4300 block of Livingston Avenue, or the Abbott Parking Zone, shall be issued, at no cost, per residence.

**SECTION 5.** That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.191(a) Issuance of guest and temporary permits is amended in part to read as follows:

(a) Two (2) guest permits, and five (5) for residences in the 4200 block of Livingston Avenue, 4300 block of Livingston Avenue, and the Abbott Parking Zone, shall be issued for each residence within the area. Guest permits are to be used at the discretion of the resident for vehicles temporarily parked within the resident-only parking areas. A permit holder shall be issued guest permits at no cost. Guest permits expire upon the expiration of the residential parking permit.

**SECTION 6.** That, this ordinance shall be deemed to be incorporated into the Code of Ordinances of the Town of Highland Park, Texas.

**SECTION 7.** That, the penalty provision of Chapter 1, Section 1. 01. 009 of the Code of Ordinances of the Town of Highland Park is hereby adopted for this ordinance.

**SECTION 8.** That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

**SECTION 9.** That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Highland Park, Texas, on this the 18<sup>th</sup> day of October 2022.

**APPROVED AS TO FORM:**

Matthew Boyle  
Town Attorney

**APPROVED:**

Will Beecherl  
Mayor

**ATTEST:**

Holly Russell  
Interim Town  
Secretary

## **ORDINANCE NO. 2113**

**AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HIGHLAND PARK, CHAPTER 12, TRAFFIC AND VEHICLES, SECTION 12.07 RESIDENT-ONLY PARKING; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Texas Transportation Code, Section 542.202(a)(2) Powers of Local Authorities, grants the Town of Highland Park (the "Town") the authority to regulate parking generally; and

WHEREAS, the Town desires to implement those rules and regulations that protect health, life, and property and that preserve good government, order, and security of the Town and its inhabitants; and

WHEREAS, the Town is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purpose of this ordinance is to protect the health, safety, and welfare of the residents of the Town of Highland Park.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Highland Park, Texas:

That all matters stated above are found to be true and correct and are incorporated herein by reference.

SECTION 1. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12, TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.085 Parking limited to two hours is amended and replaced as follows:

### **§ 12.07.085. Parking limited to two hours.**

When signs are erected or curbs painted giving notice thereof, it shall be unlawful for any person to park any vehicle upon the indicated sides of the following streets, for a longer period of time than two (2) hours, during the time designated below:

Street	Extent	Side	Time
Abbott Avenue	Mockingbird Lane to Drexel Drive	Both	6:00 a.m.–6:00 p.m. Monday–Friday
Bowser Avenue	Lomo Alto Drive east 150 feet	South	All
Bowser Avenue	Lomo Alto Drive west 140 feet	South	All
Douglas Avenue	Mockingbird Lane to Fairfax Avenue	Both	All
Douglas Avenue	North Town limits to alley between Mockingbird Lane and Potomac Avenue	Both	9:00 a.m.–4:00 p.m.
Fairway Avenue	From 50 feet east of Lomo Alto Drive to 100 feet west of Lomo Alto Drive	North	7:00 a.m.–6:00 p.m.
Fairway Avenue	East Town limits to Lomo Alto Drive	North	7:00 a.m.–6:00 p.m.
Knox Street (3400 block)	Abbott Avenue east 155 feet	South	All
Lomo Alto Drive	Westway Avenue to Fairway Avenue	Both	7:00 a.m.–6:00 p.m.
Lomo Alto Drive	Fairway Avenue to Bowser Avenue	Both	7:00 a.m.–6:00 p.m.
Oak Lawn Avenue	Wycliffe Avenue north 246 feet	West	All
Oak Lawn Avenue	Herschel Avenue north 160 feet	West	All
Potomac Avenue	Douglas Avenue to west Town limits	Both	7:00 a.m.–6:00 p.m.
Sewanee Avenue	Mockingbird Lane to Drexel Drive	Both	6:00 a.m.–6:00 p.m. Monday–Friday

SECTION 2. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Section 12.07.186 Parking regulations within a resident-only parking area is amended as follows:

a) Except as provided in subsections (b) and (c), no vehicle shall be parked in a resident-only parking area between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, without displaying a permit issued under this division. This subsection does not apply to the 4200 and 4300 block of Livingston Avenue and the Abbott Parking Zone where resident-only parking is enforced Monday through Sunday, 24 hours a day.

(b) Non-permitted vehicles may be parked for no more than two (2) contiguous hours in the same location. This subsection does not apply to the 4200 and 4300 blocks of Livingston Avenue or the Abbott Parking Zone where non-permitted vehicles may never be parked except for delivery vehicles delivering to residents of Livingston Avenue or residents of 4608 Abbott Avenue and parking for no more than 5 minutes, and as provided in subsection (c) below.

SECTION 3. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Section 12.07.189 Issuance of a permit by Director, subsection (c) is amended as follows:

(c) No more than two (2) residential parking permits, and not more than three (3) residential parking permits for residences in the 4200-4300 blocks of Livingston Avenue and 4608 Abbott Avenue, shall be issued, at no cost, per residence.

SECTION 4. That, the Code of Ordinances of the Town of Highland Park, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.07 STOPPING, STANDING AND PARKING, Sec. 12.07.191 Issuance of guest and temporary permits, subsection (a) is amended as follows:

(a) Two (2) guest permits, and five (5) for residences in the 4200 and 4300 blocks of Livingston Avenue and 4608 Abbott Avenue, shall be issued for each residence within the area. Guest permits are to be used at the discretion of the resident for vehicles temporarily parked within the area. A permit holder shall be issued guest permits at no cost. Guest permits expire upon the expiration of the residential parking permit.

SECTION 5. That, this ordinance shall be deemed to be incorporated into the Code of Ordinances of the Town of Highland Park, Texas.

SECTION 6. That, the penalty provision of Chapter 1, Section 1. 01. 009 of the Code of Ordinances of the Town of Highland Park is hereby adopted for this ordinance.

SECTION 7. That, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid, and the same shall not affect the validity of the Code of Ordinances of the Town of Highland Park as a whole.

SECTION 8. That, this ordinance shall take effect immediately following its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Highland Park, Texas, on this 18<sup>th</sup> day of October, 2022.

APPROVED AS TO FORM:

APPROVED:

Matthew Boyle  
Town Attorney

Will Beecherl  
Mayor

ATTEST:

Holly Russell  
Interim Town Secretary