

PROPOSAL



a DIVERZIFY company

City of Dalton - City Hall Floor Maintenance
Cleaning 2025 - 2026
Q-46387

#WEDELIVERDELIGHT

CLIENT BILLING:	CLIENT SITE:	YOUR SOLUTIONIST:
City of Dalton P. O. Box 1205 DALTON, GA 30722	City of Dalton P. O. Box 1205 DALTON, GA 30722	Tony Gladson tgladson@goapex.com

CUSTOMER NOTES:

City of Dalton - City Hall Floor Maintenance - 2025 - 2026 Contract
Gregg Batts / HR Director
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x year - Council Chambers Carpet
Clean Carpet 1x year - 2nd & 3rd Floors - (All Area's, Hall, Offices)
Clean & Wax Floors - 1x year - 1 - 3 Floors Breakrooms
Quarterly payments of \$1,362.29 (June, September, December, March) - Total Cost: \$5,449.16

Product Data

SERVICE	DESCRIPTION	TOTAL
Carpet Care - Programmed Carpet Cleaning	Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet	\$2,262.96
Carpet Care - Programmed Carpet Cleaning	Clean Carpet 1x year - 2nd & 3rd Floors - (All Area's - Halls, Offices)	\$2,332.20
Resilient Care - VCT Strip & Recoat	Clean & Wax - 1x year - 1-3 Floors Breakrooms,	\$854.00
Product Data TOTAL:		\$5,449.16

**Subtotal: \$5,449.16

This proposal is valid for 30 days from the date of the proposal

**Base Bid Total: \$5,449.16

503.24 :increase from 2024 (10% inc.)

All approved purchase orders and contracts should be addressed to:
Diverzify Buyer LLC dba APEX Group.
865 W. Irving Park Rd
Itasca, IL 60143
email: orders@goapex.com

We thank you for your business.

TERMS AND CONDITIONS:

Quote Duration. Prices quoted are guaranteed for 30 days from the date of quotation.

Acceptance. No orders shall be deemed accepted other than upon receipt of our signed proposal, signed by Client acknowledging acceptance.

Application of Terms. These terms apply to each and every transaction between us and you for the supply of goods and services. Any terms or conditions included in, attached to, or referenced in your order including any purchase order terms subsequently given to us by you, or any other document provided by you deviating from, or inconsistent with, these terms, are expressly rejected by us and will not vary or supplement these terms, unless Apex consents to such changes or deviations in writing.

Renewal. All programs of Client will automatically renew annually at the same price and terms unless otherwise provided for in writing.

Price Adjustments. APEX reserves the right to adjust its price(s) at any time upon providing Client with thirty (30) days advance, written notice of the adjusted price(s).

Payment Terms. Client shall pay all invoices within thirty (30) days after the date of the invoice. Any late payment shall incur a service charge equal to two percent (2%) of the invoice amount, and interest accrued at the greater of one- and one-half percent (1.5%) per month or the highest interest rate permitted by law. Client shall pay all collection costs, including attorneys' fees.

Third Party Payment. Services are provided to the Client listed on this proposal. Client is directly responsible for all services billed and payment is expected from and by Client according to the terms set forth herein, even if Client expects, anticipates or has arrangements to be reimbursed or paid by another party. The obligation to pay is with the Client and may not be made nor is contingent upon the actions of another.

Taxes, Tariffs and Duties. Client is responsible for payment of all taxes, including any and all federal, state or local taxes, such as sales taxes and excise taxes, as well as all tariffs, and duties imposed upon any goods, materials or services supplied herein. Any such taxes shall be included on the invoice provided to the Client. If the rate or amount of such taxes, tariffs or duties change during the course of performance, Client shall be responsible for any change in price resulting therefrom. If Client possesses a tax-exempt status, the tax exemption certificate is to be provided before order placement.

Cancellations. Either party may cancel upon providing thirty (30) days prior notice in writing to the other party. Notwithstanding providing such notice, the canceling party will remain responsible and pay for all labor or materials supplied or to be supplied until the date that cancellation becomes effective. If the Client chooses annualized billing and Client cancels applicable services prior to completion of a full year, Client shall remain responsible and pay for all labor or materials supplied or to be supplied until the date that cancellation becomes effective.

No-Show and Late Cancellation Charges. Where premises cannot be entered or a job cannot be started, despite Client having provided a confirmation of a work date or start time, Client will be charged an hourly labor charge of no less than \$85 per man-hour for the time allotted to perform the anticipated work, including travel time to and from the Client location. Confirmed jobs that are canceled less than 24 hours before the start of the job will be charged a \$100 rescheduling fee.

Holiday and Overtime. Jobs that require holiday or overtime work will receive a twenty-five percent (25%) pricing upcharge, unless otherwise agreed with the Client.

Fuel Surcharge. When the weekly national average fuel cost for regular gasoline, as published by the United States Energy Information Administration at eia.gov/petroleum/gasdiesel remains over \$4.00 per gallon, we will add a fuel surcharge of 3% to the pre-tax amount of each invoice, effective for all invoices as of July 1, 2022.

Urethane Coating. Urethane coating removal is an extra charge unless specifically included in the proposal.

Confidentiality. This document is considered confidential and contains trade secrets. Access to this information is limited to APEX Group, its parents, subsidiaries, affiliates, employees, and agents. It shall not be duplicated or distributed in any manner without the express prior written consent of the company.

Indemnification. Customer shall indemnify against and hold Apex harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from Apex's provision of services or

materials, but excluding any gross negligence or intentionally wrongful acts of Apex. Customer shall pay all damages, losses, costs and expenses, including attorney's fees, incurred by Apex in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions herein.

Limitations of Liability. The liability of APEX for any loss or damage, however caused (including by our negligence), suffered or incurred by you in connection with any goods or services provided by Apex is limited to the sum paid to Apex by Client prior to

the date you first suffered loss or damage in connection with the supply of goods or services provided by Apex. Apex shall not be responsible or liable for any loss or damage arising as a result of a workplace illness contracted before, during or after the use of our services. Our services shall not in any way constitute a guarantee that a building occupant won't contract a virus or pathogen before, during, or after our application is complete.

Delays and Damages. APEX will not be responsible or liable for losses, damages, expenses, or costs arising from any (i) delays damages caused, in whole or in part, by Client or any third party or (ii) acts or omissions of Client or any third party.

Force Majeure. Neither Client nor APEX shall be liable for any failure to perform its obligations due to unforeseen circumstances or causes beyond the reasonable control of either Client or Apex, including without limitation acts of God, pandemic, epidemic, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, malware, worms, breach of cybersecurity, corrupting software, fire, flood, earthquake, strikes, or failure of communications or electrical lines.

What happens next?



Once we receive approval, our Client Service Manager will call you to confirm your details and schedule.

You will receive an email confirmation and second call a week prior to your scheduled service date.

Please be sure that you communicate any issues our Technicians may encounter or that may delay them when arriving (construction, etc).

Once service is complete, the next day you will receive a post-service communication with a summary of the work and brief survey.

INVOICING OPTIONS:

- ☐ I would like to be invoiced for Services rendered that month
- ☐ I would like to be invoiced in equal monthly installments

PROGRAM TERM OPTIONS:

- ☐ I approve a **three-year agreement** in exchange for a **3% discount**
- ☐ I approve a **five-year agreement** in exchange for a **5% discount**

Please sign and return one (1) copy of this proposal.

Signature: _____

Title: _____

Name: _____

Date: _____



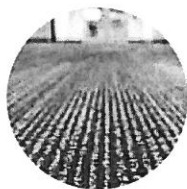
Reliable Solutions.
Remarkable Results.

First Impressions Last Forever

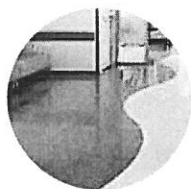
Maximize the lifetime value of your flooring, architectural surfaces and upholstery while making a stellar first impression with APEX Group. Our specialized solutions are tailored to your unique needs, preserving and elevating your assets and brand image.

INDUSTRIES WE SERVE:

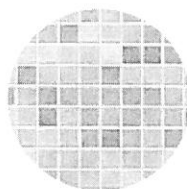
- Corporate & Multi-tenant
- Health Care & Medical
- Critical Space
- Manufacturing Facilities
- Law Firms
- Public Spaces
- Higher Education
- Government
- Brand-Conscious Retail



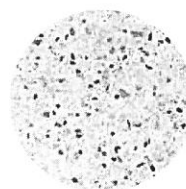
**Commercial
Carpet**



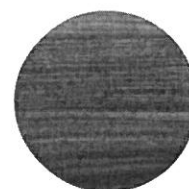
**Performance
Coatings**



**Ceramic
Tile & Grout**



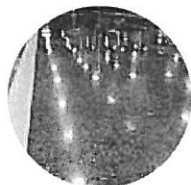
**Natural Stone
& Terrazzo**



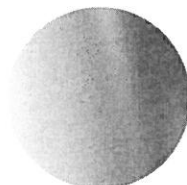
**Wood
Floor Care**



**Furniture &
Upholstery**



**Polished
Concrete Care**



**Metal Repair
& Refinishing**



**Overhead
Surfaces**



**Exterior Power
Washing**



Surface Care Beyond Compare

APEX Group restores and maintains the interior assets of image-conscious companies. Our specialized solutions improve the look and lifespan of your surfaces, elevating your brand and offering long-term cost savings.

WHY CHOOSE APEX GROUP?

✓ Tailored Solutions

Our customized surface care programs are designed around the unique needs of your facility.

✓ Strength & Stability

Backed by our partnership with Diverzify, we offer industry-leading innovations and scalability.

✓ Transparency & Accountability

Our proprietary work management system allows for real-time tracking and fully customizable KPIs.

✓ National Accounts

Our exceptional field team and vast network of 60+ Diverzify sites guarantee personalized service for every location.

✓ Sustainable Practices

Our cleaning solutions and methodologies meet green standards, enabling you to meet your sustainability goals.

✓ Social Commitment

We provide pro bono cleaning services to select nonprofits through our Community Giveback Program.

CORE SERVICES

- Architectural Surface Care
- Critical Space Cleaning
- Construction Cleanup

CORE SERVICES

- Delivering delight since 1997
- Part of Diverzify, the nation's largest commercial flooring and interior services provider
- Locations throughout the U.S.; service throughout North America
- 1,000+ facilities served

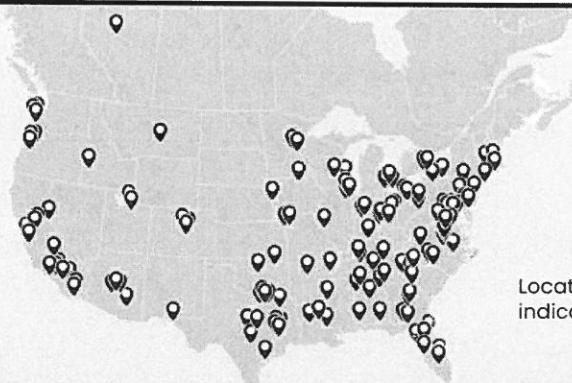
CLIENTS SERVED

- JLL
- Cushman & Wakefield
- CBRE
- Visa
- Intuit
- American Airlines
- Geico
- Transwestern
- McKesson
- American Express
- Mace Macro
- Exxon Mobil

National Coverage

We're where you need us to be—locally, regionally and nationally.

Consolidate with Confidence.



Location symbols
indicate client sites.



Spectra Contract Flooring
Georgia
6684 Jimmy Carter Blvd Suite 500
Norcross, GA 30071



Phone: (770) 729-2700
Fax: (770) 263-8812

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500	Fax (706) 278-8245	Date 08/17/23
Street P.O. Box 1205		Job Name PCDA/City Hall Cleaning Maintenance				Job # 201140
City, State and Zip Dalton, GA 30722		Architect	Date of Plans	Add #	Job Street P.O. Box 1205	Proposal ID 385222
					Job City, State and Zip DALTON, GA 30722	Customer Job # None
						Customer PO None

We hereby submit specifications and estimates for:

Item Description

	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,137.24
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2024 - 2025)	\$2,073.60
Yearly Cleaning Maintenance).	\$735.08

Base Bid Total: **\$4,945.92**

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Tony Gladson

Tony Gladson Cell: (706) 463-3958

Email: tony.gladson@spectracf.com

\$4,945.92

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: City of Dalton

Signed:

Date: 4-16-24