

1. INTRODUCTION:

- 1.1. Williamson County, Texas, herein “The County”, is requesting responses to this RFP to provide annual exterior window cleaning, inspection, and on-call cleaning window services, as needed at various locations managed by multiple Williamson County departments.
- 1.2. The scope of service of this Solicitation may vary from project to project. Upon identification of a need for services, The County will request a proposal based on the fee schedules in Attachment F – Facilities Exterior Window Cleaning - Pricing Sheet. Pricing Sheet of applicable rates and upon acceptance of proposal, The County will issue a Purchase Order or Services Contract. The size and quantity requested quotes will vary depending on a project need, schedule, the Successful Respondent’s workload, and availability of funding.
- 1.3. Successful Respondent shall provide all labor, materials, equipment, and mobilization to complete the services for Williamson County.
- 1.4. Successful Respondent shall procure, at their expense, obtain, maintain, and pay for all licenses and permits required by federal, state, and local codes to properly fulfill all terms and conditions of this Contract.
- 1.5. Successful Respondent shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the contract and all applicable Federal, State, and local applicable laws, standards, rules, and regulations.
- 1.6. Successful Respondent shall comply with all applicable state and federal laws and regulations and The County policies. Successful Respondent represents and warrants that the work and services provided under the awarded contract comply with all applicable federal health and safety standards, including but not limited to the Americans with Disabilities Act (ADA) requirements, Occupational Health and Safety Administration (OSHA), and Uniform Building Code (UBC).
- 1.7. For each requested service under this contract, The County Designated Representative will request an estimate for services. Successful Respondent shall prepare and submit to The County a quote formatted to match pricing as awarded and identified on Attachment F – Facilities Exterior Window Cleaning – Pricing Sheet. Successful Respondent shall proceed with the work only after the quote is approved by The County through the issuance of a Purchase Order (PO). Such PO shall be subject to the terms and conditions set forth in the service agreement and this contract. Successful Respondent is responsible for ensuring a purchase order is received prior to performance of work.
- 1.8. The parties acknowledge and agree that nothing contained in any agreement between The County and the Successful Respondent shall be construed to establish The County and the Successful Respondent as joint ventures or partners.

2. GENERAL INFORMATION:

- 2.1. This method allows qualified respondents to submit a written proposal addressing pricing, qualifications, capacity to service The County’s facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. The County will review, compare, and evaluate responses based on the criteria and weights identified in this RFP. The County intends to use the established contract, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house.

3. SCHEDULE OF EVENTS:

- 3.1. The County reserves the right to alter the dates, as outlined in Attachment O, Schedule of Events, set forth upon written notification to prospective Respondents through a posting of an addendum in Euna Procurement System. Submittals shall be uploaded via Euna on the date specified.

4. TECHNICAL CONTACT:

- 4.1. Senior Director of Facilities Management or Designee, The County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as The County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as, but not limited to, acceptance, inspection, and delivery, together with the Purchasing Department. Technical Contact, together with the Purchasing Department, will serve as liaison between The County Commissioners' Court and the Successful Respondent.

5. PERFORMANCE REQUIREMENTS

- 5.1 Successful Respondent (s) must meet the following minimum qualifications and service capabilities:
 - 5.1.1. Maintain a branch/office within one (1) hour of Williamson County throughout the duration of this Contract. If Successful Respondent does not have a branch/office within the one (1) hour driving radius of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.
 - 5.1.2. Minimum of three to five (3-5) years' business and technical experience performing exterior window cleaning services in populated office areas.
 - 5.1.3. Must have technician(s) with any applicable licenses or certificates to provide products and services.
 - 5.1.4. Must obtain proper permits when applicable to provide services outlined in this scope of work.
 - 5.1.5. Throughout the term of this contract, the Successful Respondent shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

6. SERVICE REQUIREMENTS:

- 6.1. Successful Respondent (s) shall provide annual inspections and cleaning services for Exterior Windows at various county-owned facilities in Williamson County, Texas, as listed in Attachment-F Price Sheet. Successful Respondent shall provide the labor, materials, equipment, tools, and transportation required to perform these services as stated in Attachment A – Williamson County Exterior Window Cleaning and Preventative Maintenance – Scope of Work.

7. STATEMENT OF WORK:

- 7.1 Successful Respondent shall perform annual maintenance cleaning services, as needed, for all the Williamson County facilities listed in attachment-F-Pricing sheet list.
- 7.2 Successful Respondent will perform exterior window-washing services on all areas of County Facilities as designated by the County.
- 7.3 Successful Respondent will perform exterior window cleaning services annually per location, but not limited to:
 - 7.3.1 Cleaning window glass
 - 7.3.2 Frames

- 7.3.3 Atrium glassing
- 7.3.4 Exterior window panels

- 7.4 Successful Respondents shall take precautions not to damage pavement, landscaping, irrigation systems, hardscapes, and any building components during exterior window cleaning services.
- 7.5 Williamson County reserves the right to add or remove buildings or decrease the required frequency of Services, if needed during the term of the agreement, when mutually agreed upon by The County and the Successful Respondent.
- 7.6 Successful Respondent will be required to furnish all necessary labor, equipment, tools and materials for cleaning all exterior windows at the specified buildings. All work will be performed in a professional, courteous, workman-like manner using quality equipment and materials, all of which must be maintained and operated with the highest standard.
- 7.7 Successful Respondent warrants that all cleaning materials used will be environmentally friendly.
- 7.8 Successful Respondent will provide a basic exterior window cleaning that uses environmentally conscious materials, utilizes a minimal amount of water, adjusts to changing building schedules, and adheres to parking and security policies. Successful Respondent will be a steward of safety practices for all stakeholders.
- 7.9 Successful Respondent will clean the outside of all exterior windows, windowsills and ledges as well as inside and outside glass of atrium areas. The use of mild soap or other cleaning agents will be allowed in a solution of water, but only such materials will be allowed that do not cause injury to painted, varnished, or building surfaces. Successful Respondent is to clean excess cleaning solutions off window ledges, sills and frames.
- 7.10 Successful Respondent will also ensure that all bird nests, wasp nests, or animal nests are reported to The County designated representative.
- 7.11 Successful Respondent is responsible for removing and disposing of any dirt and debris, bird droppings, and trash on or around window surfaces.
- 7.12 Successful Respondent shall coordinate with County designated representative on which method of water source to be used prior to the window cleaning project.
- 7.13 Successful Respondent will clean outside sills and ledges as well as bird or animal droppings and other debris such as bird nests. Successful Respondent shall immediately remove any window debris that drops to the ground before leaving the job site.
- 7.14 Access to some windows will be limited depending on The County building. Successful Respondent will need to be fully trained and skilled at using the following to wash the exterior windows: rappelling, lifts, cranes, scaffolding, and other various exterior window-cleaning techniques. Additionally, County buildings may require more than one technique to reach all windows.
- 7.15 Upon the award of the contract, The County Designated Representative will review and approve the use of any lifts before work, depending on the infrastructure of the building. County reserves the right to add any additional areas where the Successful Respondent cannot use a lift. Any questions regarding the appropriateness of the use of equipment, such as lifts, etc., should be addressed to The County Designated Representative.
- 7.16 Successful Respondent must clean all areas where Successful Respondent provides services, removing debris from that day's work. Successful Respondent will not store equipment on County property when performing a multi-day cleaning job unless previously approved by The County Designated Representative.

- 7.17 If Successful Respondent requires a lift to perform Services, prior contact with The County Designated Representative is required to request overnight storage, if needed. After daily work is performed, Successful Respondent will remove all equipment, surplus materials, rubbish, and debris from County Facilities.
- 7.18 The County Designated Representative will conduct a post-work inspection to confirm work was performed satisfactorily. The County has the right to request work be redone if the work performed is not acceptable in the sole discretion of The County.
- 7.19 The County can add buildings or other areas which are not currently listed on Attachment - F; windows need to be washed to the scope of work. Successful Respondent and The County will agree in writing to the additional buildings or areas that will be washed. Thus, additional buildings or areas can be added to the scope of work.

8. APPLICABLE STANDARDS:

- 8.1. All work performed by Successful Respondent shall be in accordance with city, county, state, and federal laws and the manufacturer's standard recommendation manuals for service and repair.
- 8.2. Successful Respondent shall be responsible for the following major elements utilizing a project delivery strategy:
 - 8.2.1. Procurement of all equipment and materials;
 - 8.2.2. Warranty exterior window cleaning workmanship for 30 days after service completion.

9. EXISTING UTILITIES AND STRUCTURES:

- 9.1. Successful Respondent shall adequately protect conducted work with corresponding Williamson County properties, adjacent properties, and the public. In the event of damage to facilities as a result of the Successful Respondent's operations, Successful Respondent shall take immediate steps to notify Williamson County Designated Representative and subsequently repair or restore all services to the satisfactory approval of Williamson County Designated Representative. Further, Successful Respondent shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Successful Respondent, and Successful Respondent shall be fully responsible for any and all claims resulting from the damage. Williamson's County Designated Representative may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Successful Respondent.
- 9.2. Upon the approval of the Williamson County Designated Representative, Successful Respondent shall have permission to utilize air, water, gas, steam, electricity, and similar items of expense from existing resources on Williamson County property.

10. CHEMICALS:

- 10.1. **Successful Respondent and sub-Successful Respondents shall provide The County Designated Representative** with a legible Safety Data Sheet (SDS) on all chemicals used or brought onto Williamson County property. SDS's shall be submitted to The County Designated Representative prior to the start of work or upon request.
- 10.2. Successful Respondent shall use products that are non-abrasive, environmentally friendly, will not damage exterior finishes, non-discoloring, and any other to ensure high quality services per industry standards.

11. ESCORTED COUNTY FACILITY ACCESS:

- 11.1. Access to the following County facilities after award of contract requires escort. Successful Respondent personnel may be required to provide proper identification for all service representatives at the following restricted locations and escorted facilities prior to or at the time of service being performed under this contract. Facilities under this requirement include, but are not limited to:
 - 11.1.1 Detention Center, Jail, Treatment and ESOC Premises:
 - 11.1.2 Juvenile Justice Center
 - 11.1.3 Sheriff's Office and Jail
 - 11.1.4 Central Texas Treatment Center
 - 11.1.5 Emergency Service Operation Center
 - 11.1.6 Sheriff's Office Training Center
 - 11.1.7 Criminal Justice Information Services (CJIS) Areas
- 11.2 Successful Respondent shall submit identification that will become a permanent part of the file records, which shall include, but are not limited to:
 - 11.2.1 A photocopy of valid government-issued identification;
 - 11.2.2 Company Identification.
- 11.3 Upon entering and leaving any County premises, Successful Respondent's service representative may be required to sign in and out at the receptionist's desk or with the correct Authorized personnel.
- 11.4 Successful Respondent's service representative shall document all service work and, upon completion of all the work that was performed, Successful Respondent's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.
- 11.5 Successful Respondent should be aware that special rules and regulations may apply to work performed at The County escorted premises and should attempt to become familiar with all applicable procedures.

12. FINGERPRINT AND BACKGROUND CHECK:

- 12.1 It is the policy of The County that all Successful Respondent's employees and sub-Successful Respondent that will complete any work on-site at The County property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by the Successful Respondent. Successful Respondent's employees and sub-Successful Respondents who work on The County contracts are required to submit a criminal history background check. A criminal history background check shall be completed before any Successful Respondent's employee, or sub-Successful Respondent, performs services at the site. Criminal background checks must be performed by the Texas Department of Public Safety (DPS) and must be on the forms provided by The County
- 12.2 Successful Respondent should conduct CJIS background checks on all the Successful Respondent's staff and sub-Successful Respondents scheduled to work on services under this contract prior to services beginning. All staff entering County Buildings under the awarded contract must be fingerprinted through Fingerprint Applicant Services of Texas (FAST) Services
- 12.3 If a contracted staff cleared fingerprint is currently on file from prior contracts with The County, a new print is not necessary; however, names of individuals must be submitted in order to contact Texas Department of Public Safety ("DPS") to confirm an individual's cleared fingerprint existence. In the event there is no FAST location in their area, there is an Option B which allows the Successful Respondent to be printed on a "hard card" and the card is mailed to the designated recipient (additional info available on website for this option, see Fast pass form).

- 12.4 The County will provide CJIS training documents to the Successful Respondent who must provide this training to their employees. The County requires the CJIS Security Awareness Certification Statement to be completed, signed, and delivered to The County Designated Representative for each and all staff before beginning work under the awarded contract, as applicable.
- 12.5 The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided prior to beginning work.
- 12.6 The information shall be provided to The County Facilities Management County Designated Representative, as follows:
 - 12.6.1 Attn: Division Director – Contracts
 - 12.6.2 Address: 3101 SE Inner Loop, Georgetown, Texas 78626
- 12.7 In addition, the Successful Respondent should continue to submit background checks for any new employees prior to such new employee entering any County facility. Replacement personnel should have completed background checks conducted and approved by The County Designated Representative before access to the facility is authorized.

13. REPORTS AND RECORDS:

- 13.1 All inspection pre and post-work reports must be submitted to The County Designated Representative within two (2) business days of completion of work, as applicable.
- 13.2 Successful Respondent shall meet with The County Designated Representative upon arrival at each site to inspect and document the existing conditions of all exterior windows. Successful Respondent shall be responsible for coordinating and contacting The County Designated Representative when inspection or service needs arise.
- 13.3 Successful Respondent shall provide clear photographs of all exterior windows prior to beginning and after any work conducted. These photos shall be submitted to The County Designated Representative no later than (2) business days after the site visit.
- 13.4 Successful Respondent shall monitor, document, and report to The County Designated Representative any deficiencies, abnormalities, or safety concerns for any Exterior Windows and take corrective actions as authorized and directed by The County Designated Representative if needed.
- 13.5 Successful Respondent shall complete and maintain an accurate service log for each site visit, including preventive maintenance (PM), cleaning, inspections, and emergency services. The completed service log and all required documentation shall be submitted to The County Designated Representative **within 2 business days of completing the work.**
- 13.6 Each service log shall, at a minimum, indicate:
 - 13.6.1 Date of service, time of arrival, time of departure, total labor hours expended, and a detailed description of all tasks and services performed;
 - 13.6.2 A detailed list of all materials, products, and consumables used, including quantities.
 - 13.6.3 Successful Respondent shall submit to The County Designated Representative no later than **2 business days after** completion of the services, photographs and videos documenting:
 - 13.6.3.1 Initial conditions of exterior windows upon arrival;
 - 13.6.3.2 Work in progress (if applicable);
 - 13.6.3.3 Completed work and final exterior window conditions.
 - 13.6.3.4 List of any complaints, discrepancies, needed maintenance, potential hazards, broken seals, cracked windows or conditions that have a direct impact on the ability of the Successful Respondent to perform under this Scope of Work.

- 13.7 Any items or materials of perceived value recovered from County property during the performance of services shall be documented in the daily service log and immediately turned over to The County Designated Representative on the same day of discovery.
- 13.8 Successful Respondent shall make all service records, reports, logs, photographs, and related documentation available to The County Designated Representative upon request at no additional cost. All such records shall become the property of The County and shall be provided in a format acceptable to The County.

14. WARRANTY:

- 14.1 All window cleaning services under this Contract is guaranteed by the Successful Respondent to be in compliance with this contract, using quality materials for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade and shall be of quality material. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE.**
- 14.2. Manufacturers' disclaimers and limitations of product warranties do not relieve the Successful Respondent of warranty on the work that incorporates the services.
- 14.3. Successful Respondent shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily be correct, at no cost to The County, any such defect that may become apparent within a period of 1 week after completion of work. The warranty period shall commence upon the date of acceptance by The County.
- 14.4. Written warranties made to The County are in addition to implied warranties, shall not limit the duties, obligations, rights, and remedies, nor shall the warranty period be interpreted as limitations on time in which The County can enforce such other duties, obligations, rights, or remedies.
- 14.5. The County reserves the right to reject warranties.
- 14.6. The County reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- 14.7. The warranties outlined in this section shall not be affected by inspection, or payment for the materials or services by The County, unless otherwise modified elsewhere in these terms and conditions. The Successful Respondent warrants that, for 1 week after acceptance by The County of the materials or services, they shall be:
- 14.7.1 A quality to pass without objection in the trade under the Contract description;
 - 14.7.2 **Fitness** - Successful Respondent warrants that cleaning agents supplied shall meet environmental and building-surface safety requirements and shall fully conform to all requirements of the County and the contract and all representations made by the Successful Respondent. All products must be fit for all purposes and uses required by the Contract.

15. COUNTY DESIGNATED REPRESENTATIVE RESPONSIBILITY:

- 15.1 The County shall appoint a Designated Representative for the Contract who will serve as the point of contact between The County and the Successful Respondent.
- 15.2 The County Facilities Management will control the management of the premises where exterior windows are cleaned, inspected, and reported on county-owned or leased property.

- 15.3 Schedule reasonable arrangements to make The County facilities available to the Successful Respondent for the performance of service under this contract.
- 15.4 Arrangements include providing a County employee to escort the Successful Respondent personnel performing the scheduled services to restricted or locked areas on County premises.
- 15.5 Respond to Successful Respondent's request to alter service dates and time within 72 business hours from receipt of request.
- 15.6 All questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
- 15.7 Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of The County Designated Representative during the progress of the Contract, to:
 - 15.7.1 Discover, discuss and/or reject unacceptable work;
 - 15.7.2 Discover and discuss work not in accordance with the contract;
 - 15.7.3 Failure to exercise any remedies in connection therewith shall not be deemed an acceptance thereof, nor a waiver of The County's right to full performance of the contract.
- 15.8 The County will not furnish materials, labor, equipment, or facilities unless otherwise provided in the Scope of Work.

16. PROGRAM EVALUATION:

- 16.1 The County Designated Representative will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary.
- 16.2 Successful Respondent shall take prompt action to correct all identified deficiencies.
- 16.3 The key qualities that The County will review will include, but are not limited to:
 - 16.3.1 Value for The County's investment
 - 16.3.2 Quality of work product
 - 16.3.3 Communication plan
 - 16.3.4 Equipment
 - 16.3.5 Operations
 - 16.3.6 Reporting
 - 16.3.7 Invoices
 - 16.3.8 Site Visits

17. SCOPE OF WORK CHANGES:

- 17.1 County Designated Representative shall make changes within the scope of this contract at any point in time.
- 17.2 Any change must be implemented within thirty (30) business days from the date of receipt by the Successful Respondent of the notification. Any change in pricing, whether an increase or decrease, must be provided in writing to The County Designated Representative and must receive approval in writing before the Successful Respondent makes pricing change(s).
- 17.3 County Designated Representative will attempt to provide awarded Successful Respondent with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

17.4 County Designated Representative reserves the right, in its sole discretion, to add or delete services and/or locations during the period covered by any resulting contract(s).

18. SCHEDULES:

18.1 The schedules for all approved work shall be approved by The County Designated Representative. All schedules must be submitted and approved fifteen (15) days prior, if applicable, and may only be altered at the discretion of The County Designated Representative.

18.2 Exterior Window Cleaning standards and guidelines shall be used for all inspections, and annual cleaning maintenance services. Requests for exterior window cleaning shall be made based on the most current Exterior Window Cleaning standards and guidelines. All exterior window cleaning services shall be conducted during established business hours at or after 6 a.m., or on approved weekends or approved County holidays, unless otherwise authorized.

18.3 Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

19. EMERGENCY SERVICES:

19.1 Successful Respondent shall respond to and arrive on-site for an emergency exterior window cleaning request sent out by The County Designated Representative, within a four (4) hour time period. These services may be requested after storms or unexpected circumstances. Successful Respondent is expected to maintain an "on call" contact for emergency responses at all times. All services must be completed, within the timeframe agreed upon by The County Designated Representative and Successful Respondent, unless the Successful Respondent has received prior written approval from The County Designated Representative for additional time to receive a time extension, the Successful Respondent shall notify The County Designated Representative of the requested time extension. The County Designated Representative will acknowledge all such requests and approve in writing. The County Designated Representative may request any additional information deemed necessary to decide regarding a requested time extension. Successful Respondent may start work without a purchase order number on Emergency work only.

20. SERVICE HOURS:

20.1 Services shall be made available 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with The County Designated Representative. No premium charges will be paid for any off-hours work, unless otherwise approved by The County Designated Representative.

21. AFTER HOURS SERVICE:

21.1 Work performed after 6:00 pm and before 6:00 am.

22. WEEKEND AND HOLIDAY:

22.1 Work performed on Saturday, Sunday, or during any County-approved holiday must have prior approval from The County Designated Representative.

24. THE COUNTY HOLIDAYS:

24.1 Holidays observed by The County are listed at <https://www.wilcotx.gov/903/County-Holidays> or by obtaining a list from The County Designated Representative. The County does not specifically require the Successful Respondent to work on these holidays but does require the Successful Respondent to fulfill the requirements of the contract. If this requires the Successful Respondent to work on holidays observed by The County or the Successful Respondent, then the Successful Respondent shall fulfill obligations at no additional expense to The County.

25. MAINTENANCE AND WORK AUTHORIZATION:

- 25.1. The County may request Successful Respondent through a service call to complete maintenance services based on the urgency of cleaning needed. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Scope of Work"). Such Scope of Work will constitute amendments to this contract and shall include a description of the scope of services, schedule and term, and compensation specifically to the Work Authorization which shall be negotiated. Any work completed by Successful Respondent without written authorization from The County Designated Representative will not be paid for by The County.
- 25.2 Response Time:
 - 25.2.1 Successful Respondent understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.
 - 25.2.2 Upon receipt of a Work Authorization, Successful Respondent shall respond to The County Designated Representative within twenty-four (24) hours. Successful Respondent shall perform all work under a Work Authorization within the timeframe agreed upon.
 - 25.2.3 If Successful Respondent cannot perform the work within the timeframe stated, Successful Respondent may be subject to liquidated damages up to twenty percent (20%) of the total cost of the Work Authorization.
 - 25.2.4 Successful Respondent shall acknowledge receipt of The County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

26. CALLBACK: For the purposes of evaluating performance under this Contract, a "Callback" is defined as a failure due to incomplete or unsatisfactory exterior window cleaning. All Callbacks shall be responded to within thirty (30) minutes.

- 26.1 Successful Respondent shall perform Callback Service at no additional cost to The County, regardless of whether the work is performed during normal working hours or overtime hours. Successful Respondent shall;
 - 26.1.1 Check in and out with The County Designated Representative, and maintain a complete, orderly electronic report of all Callbacks. These "Callback Reports" shall indicate the time, date, name of personnel, problems reported, and corrective measures taken to complete or repair all problems.
 - 26.1.2 Provide a consolidated Callback Report is to be furnished to The County as soon as the service is provided.
- 26.2 Additionally, a Callback Service Ticket shall be provided with the information outlined in the above subsection of this Scope of Work.

27. NOTICE OF DEFECTS:

- 27.1 Successful Respondent shall notify The County Designated Representative promptly of any defective work of which the Successful Respondent has actual knowledge. Prompt notice of all defective work of which The County Designated Representative has actual knowledge may be given to the Successful Respondent.
- 27.2 Payment may be withheld by The County Designated Representative for identified defective work until The County Designated Representative has determined the defective work has been corrected.

28. SUBCONTRACTING:

- 28.1 Successful Respondent shall provide the name and describe the qualifications of each sub-Successful Respondent which it intends to use and the percentage and scope of the work which will be assigned to each of them. Sub-Successful Respondents providing services under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Successful Respondent.
- 28.2 Respondents who submit a proposal in response to this RFP are precluded from participation as a sub-Successful Respondent with any other Proposers who submit a proposal for this RFP. However, sub-Successful Respondents may be named on more than one (1) proposal. Sub-Successful Respondents who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.
- 28.3 No Sub-Successful Respondent under this contract shall act as the primary vendor of responsibility for the services.
- 28.4 Successful Respondent shall be the only contact for County's designated representative and Sub-Successful Respondents
- 28.5 Successful Respondent shall manage all quality and performance, project management, and schedules for Sub-Successful Respondents.
- 28.6 Successful Respondent shall be held solely responsible and accountable for the completion of all work for which the Successful Respondent has subcontracted.
- 28.7 County Designated Representative retains all rights to check Sub-Successful Respondent's background and make determination to approve or reject the use of submitted Sub-Successful Respondent(s).
- 28.8 Any negative response may result in disqualification of the Sub-Successful Respondent.
- 28.9 County Designated Representative retains all rights to request removal of Successful Respondent's Sub-Successful Respondent staff deemed unsatisfactory by The County.
- 28.10 Subcontracting shall be at the Successful Respondent's expense.

29. SECURITY AND IDENTIFICATION:

- 29.1 Successful Respondent shall abide by all procedures and rules as conveyed by The County Designated Representative regarding security requirements of the property where work is to be performed.
- 29.2 Successful Respondent employees must wear either uniforms or appropriate clothing always identifying them as employees of the Successful Respondent when working at any County property. Shorts, muscle shirts, and/or sandals shall not be worn at any time while conducting work under this contract.
- 29.3 Successful Respondent personnel who are approved to possess Access Control Assets must have a County supplied identification badge visible when working on any County property, if applicable, and shall keep
- 29.4 Access Control Assets secured at all times. Access Control Assets shall not be left unsecured or unattended, such as in vehicles or in unlocked desk drawers. Respondent employees shall not "loan" or transfer an Access Control Asset to another employee, non-employee, volunteer, or other individuals.

- 29.5 Successful Respondent employees, who are an Access Control Asset Holder, shall be responsible for locking and securing all doors, gates, and windows while entering and exiting a County facility. All rooms are to be secured as soon as the work has been completed; no rooms are to be left unlocked or opened. Secured entries and Secured Work Area doors should never be propped open.
- 29.6 Successful Respondent shall not be assisted nor accompanied by any individual that is not an employee of the Successful Respondent staff, while performing duties related to the contract. This includes friends, children, and/or other relatives; previous Successful Respondent staff; or possible/future Successful Respondent staff that have not completed a background check and given authorization by County Designated Representative to work on The County premises.
- 29.7 Employees of the Successful Respondent that violate this stipulation by allowing unauthorized persons to enter a secured entry or Secured Work Area or allowing other individuals or employees to gain access to a secured entry or Secured Work Area without using their own Access Control Asset (also known as piggybacking or tailgating) shall be deemed objectionable to The County Designated Representative and shall not be permitted to work in any The County facility.

30. ACCESS:

- 30.1 Access routes, entrance gates or doors, parking and storage areas, and other necessary contractor access, along with any imposed time limitations, shall be designated by The County Designated Representative.
- 30.2 Successful Respondent shall conduct operations in strict observance of the access routes and other established areas. Under no circumstances shall any of Successful Respondent's employees, vehicles, or equipment enter or move upon any area not authorized by The County's Designated Representative for access by Successful Respondent.
- 30.3 Successful Respondent shall be held to have examined all properties at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Successful Respondent shall inspect existing conditions before commencing work, including elements subject to damage or movement during the performance of services under this contract.
- 30.4 Successful Respondent and its employees, representatives, and Sub-Successful Respondent who is an Access Control Asset Holder will comply with The County Facilities Management Physical Access Control Policy provided by The County Designated Representative throughout the duration of the contract. Any employee violating this policy shall be permanently removed immediately from The County facilities and replaced with acceptable personnel.

31. SERVICES TO BE PERFORMED BY THE COUNTY FACILITIES:

- 31.1 The County shall furnish or have furnished at its expense only those items listed below:
 - 31.1.1 Utilities required by Successful Respondent, including electricity and water
 - 31.1.2 Facility shutdown assistance and outage scheduling/direction.
 - 31.1.3 When requested/required, County Designated Representative shall provide inspection, supervision, administration, or other services associated with the performance of the Successful Respondent's work.
 - 31.1.4 Property access and exclusive site access.

32. SAFETY:

- 32.1 Successful Respondent personnel shall thoroughly examine and become familiar with the areas of The County facilities and grounds to be serviced, prior to the beginning of the scheduled service, for service to be completed in an orderly and safe manner.

- 32.2 Successful Respondent shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold The County harmless for any action on its part or that of its employees that results in illness, injury or death.
- 32.3 Successful Respondent shall leave the work site clean and free of any tools and other materials related to the work.

33. UNIFORMS AND PROTECTIVE CLOTHING:

- 33.1. All Successful Respondent personnel working in or around The County facilities designated under this contract shall wear distinctive uniform clothing. The Successful Respondent shall determine and provide additional personal protective equipment required for the performance of work.
- 33.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Successful Respondent shall provide safety, proper equipment, and ensure that Personal Protective Equipment (PPE) is provided to all staff assigned to the project.
- 33.3. Successful Respondent shall provide all necessary equipment and safety gear required for work. The Contractor must ensure that all personnel are properly trained and equipped with appropriate PPE, including protective footwear. Personnel shall wear clean, professional attire; shorts and open-toed shoes are not permitted.
- 33.4. Successful Respondent personnel shall always display their name and Successful Respondent identification information while performing services under this contract.

34. TRANSPORTATION:

- 34.1. Vehicles used by the Successful Respondent shall be identified in accordance with state and local regulations and shall be operated safely on The County facilities or grounds.
- 34.2. Successful Respondent vehicles must meet Texas Department of Transportation requirements.
- 34.3. Successful Respondent shall provide and maintain proper vehicle insurance coverage as required by The County.

35. TRAVEL TIME:

- 35.1. Travel and/or mileage rates are not reimbursable under this Contract.

36. FREIGHT AND SHIPPING COSTS:

- 36.1. Freight and shipping costs are not allowable expenses under this Contract. Expedited shipping charges, with prior approval from The County Designated Representative, may be allowed.

37. PROPERTY DAMAGE:

- 37.1. Successful Respondent shall adequately protect the work which corresponds with County properties, adjacent property, and the public.

- 37.2. Successful Respondent shall be responsible for restoring any County facility or grounds because of Successful Respondent operations.
- 37.3. Successful Respondent shall be responsible for damage to private property and injury to any person because of Successful Respondent operations. Damage by the Successful Respondent or any person or property, public or private, shall be repaired and compensated by the Successful Respondent, at no cost to The County.
- 37.4. Successful Respondent shall notify The County Designated Representative immediately of damage to any County facilities or grounds or private property, and/or injury to any person because of Successful Respondent operations. Any damage or injuries shall be reported to The County Designated Representative, in writing, within 24 hours of occurrence.
- 37.5. Successful Respondent shall take immediate steps to notify County Designated Representative and subsequently repair or restore all services to the satisfactory approval of County Designated Representative. Further, Successful Respondent shall engage any additional outside services which may be necessary to facilitate repairs until repairs are complete.
- 37.6. All costs involved in making repairs and restoring disrupted services shall be at the expense of Successful Respondent, and Successful Respondent shall be fully responsible for all claims resulting from the damage. County Designated Representative may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Successful Respondent. Upon the approval of

County Designated Representative, Successful Respondent shall have the right to utilize electricity and similar items of expense from existing outlets on The County property. It is the intent of this Contract that any item affected by the work be restored to a state equal to or better than its original condition.
- 37.7. The County should not be responsible for any acts of third parties or any acts of God in relation to the window cleaning equipment located on County's premises. This shall include, but not be limited to theft, vandalism, or total loss due to fire.

38. PRICE STABILIZATION AND INCREASE:

- 38.1. Price offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should The County choose to exercise the option to renew, except for changes that are industry-wide and beyond the control of the Successful Respondent. If such changes do occur, it will be the responsibility of the Successful Respondent to provide documentation to The County substantiating the changes to the bid price. Any price changes shall be approved by The County.
- 38.2. Successful Respondent may propose an annual percentage increase thereafter to take effect October 1st of each subsequent year.
- 38.3. Increase may not exceed five (5) percent over a single fiscal year.

39. INVOICING:

- 39.1. Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to The County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to The County Auditor will be returned to vendor for revisions, and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

- 39.2. Successful Respondent shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to The County Designated Representative for service rendered.
- 39.3. Invoices shall contain the following information prior to The County Designated Representative submitting for payment processing:
- 39.3.1. Name and address of Successful Respondent;
 - 39.3.2. Successful Respondent's Texas Identification Number;
 - 39.3.3. Successful Respondent's invoice remittance address;
 - 39.3.4. Invoice number and The County issued Purchase Order (PO) number;
 - 39.3.5. Itemized and detailed description of services provided; and
 - 39.3.6. Total price for each product and/or service provided.
- 39.4. Successful Respondent agrees to conduct all its services under this Contract by and through appropriate communications with County Designated Representative. Successful Respondent understands and agrees that services performed, or materials provided without the prior written direction of County Designated Representative work outside the scope of this Contract and shall be performed exclusively at Successful Respondent's risk and own expense.
- 39.5. Multiple Departments within The County are financially responsible for processing payment. Successful Respondent will be notified upon commencement of the contract which departments are responsible for select locations and shall be provided with a contact name and contact information for billing identification.
- 39.6. Billing disputes that cannot be resolved between the department and the Successful Respondent shall be directed to The County Designated Representative.
- 39.7. The County fiscal year is October 1st – September 30th. Invoices for services rendered must be paid in the appropriate fiscal year.

40. OTHER REQUIREMENTS:

- 40.1. Tobacco Free - Successful Respondent personnel and subcontractors are prohibited from using tobacco products, including electronic nicotine delivery systems "ENDS" while on The County premises performing services under this contract.
- 40.2. Intoxication and Drug Free - Successful Respondent personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
- 40.3. Successful Respondent personnel or subcontractors found intoxicated, using, or in possession of any kind of illegal drug while on The County premises or performing services under this contract may result in contract termination.
- 40.4. Training of The County Personnel - Successful Respondent shall provide training to County designated personnel for materials and chemicals used to ensure understanding of the application process and importance of the treatment requirements.
- 40.5. Successful Respondent shall have an available customer service program that provides assistance with service, billing or routine questions. The customer service program shall provide a contact number and email address during normal business hours (7 a.m. – 5 p.m.). Successful Respondent will return phone calls and/or emails made/sent by County's designated representative within twenty-four (24) hours.

- 40.6. Respondent agrees to maintain an office within two (2) hours of The County throughout the duration of this contract. If Successful Respondent does not office within the two (2) hours driving timeframe of The County, one must be set up within ninety (90) days of Contract award, at no cost to The County.

41. OPERATIONS AND MAINTENANCE MANUALS:

- 41.1. Successful Respondent shall provide product data sheets for any specialized cleaning agents used, as part of the work under this contract, upon request from The County Designated Representative. Successful Respondent shall compile all specified instructions, maintenance manuals, and operations data.
- 41.2. All supplies, materials, and chemicals shall be new or unused, except if otherwise agreed upon by The County Designated Representative for specific materials that may be reused.
- 41.3. Successful Respondent shall perform the work in a way to minimize disruption to the normal operations of building tenants. Upon completion of work, the Successful Respondent is responsible for cleaning and removing from The County premises all debris, materials, and equipment associated with the work performed.

42. MATERIALS:

- 42.1. All parts, components, and materials used for Exterior Window Cleaning services shall be factory-new, free of defects in materials and workmanship, appropriate for exterior surfaces, and compliant with all applicable codes, standards, and manufacturer specifications. All exterior window cleaning materials must be approved by The County Designated Representative.
- 42.2. Deliver all materials and equipment to the worksite in sufficient quantities to maintain continuity of work. All items shall arrive in new, unopened packaging clearly labeled with the product name, manufacturer, and specifications. Damaged, unlabeled, or previously used materials will not be accepted.
- 42.3. Successful Respondent shall be responsible for all materials delivered and the work performed until The County accepts the work.
- 42.4. All materials shall be installed, stored, and handled in accordance with manufacturer recommendations, environmental requirements, and industry best practices.
- 42.5. All replacement parts for Exterior Window Cleaning and related hardware shall meet or exceed OEM (Original Equipment Manufacturer) standards. Equivalent products may be used only with prior written approval from The County Designated Representative.
- 42.6. Consumables such as lubricants and cleaners shall comply with manufacturer specifications and applicable environmental and safety regulations. Dilution or substitution of products is prohibited unless approved by the manufacturer and The County.

43. PROPOSAL PRICING FOR SPECIFIC WORK:

- 43.1. Proposals for exterior window cleaning shall include:
- 43.1.1. Project site, equipment location, and physical address
 - 43.1.2. Detailed scope of work describing all boom lifts, scissor lifts, cleaning materials, and any other applicable equipment, and cleaning delivery methods per industry standards.
 - 43.1.3. Identification of the specific equipment to be used (exterior window cleaning).

- 43.1.4. Itemized pricing for labor, equipment lists, and cleaning methods.
- 43.1.5. Estimated delivery time for any required materials.
- 43.1.6. Number of days required for substantial completion of the project
- 43.1.7. Warranty statement covering labor, materials, and service.

44. CHANGE ORDER PROPOSAL REQUESTS:

- 44.1. **Owner-Initiated Proposal Requests:** Proposed changes in the work that will require adjustments to the cleaning frequency or building additions will be issued by County's designated representative with a detailed description of the proposed change and supplemental or revised scope and specifications, if necessary. Unless otherwise indicated in the proposal request, within five (5) business days of receipt of the
- 44.2. proposal request, Contractor shall submit for review to The County's designated representative an estimate of cost necessary to execute the proposed change.
 - 44.2.1. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 44.2.2. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - 44.2.3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- 44.3. **Successful Respondent-Initiated Change Order Proposals:**
 - 44.3.1. When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a change order proposal to The County's designated representative.
 - 44.3.2. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 44.3.3. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 44.3.4. Unauthorized substitutions at Successful Respondent's Risk: Contractor is finally responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment, or fixtures other than those specified. Successful Respondent shall
 - 44.3.5. Reimburse The County for any increased design or contract administration costs resulting from such unauthorized substitutions.
 - 44.3.6. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - 44.3.7. Comply with the requirements in section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

45. UNSATISFACTORY PERFORMANCE:

- 45.1. The County may consider the following levels of performance by Successful Respondent as unsatisfactory. An unsatisfactory performance determination is not limited to the following:
 - 45.1.1. More than one (1) Callback to correct the same problem within thirty (30) calendar days;
 - 45.1.2. Failure to timely complete and document required cleaning services;
 - 45.1.3. Failure to provide the tools necessary to complete the cleaning service;
 - 45.1.4. Failure by Successful Respondent to submit a complete and accurate invoice to County Designated Representative no later than the fifth (5th) business day of the month following the month in which the services being invoiced were completed.

46. ADDITIONAL SERVICES AND ADJUSTMENTS:

- 46.1. "Additional Services" are those services not included in this Contract which may be requested by The County at any time for the duration of this Contract. Upon request by County Designated Representative for Additional Services, Successful Respondent shall prepare and submit a proposal for such services as requested. Additional Services will be charged at the hourly rates outlined in Attachment F – Pricing Sheet and shall be documented by a Delivery Release.
- 46.2. Additional Services may also include the addition of systems and/or facilities for which no unit price was included in Attachment F – Pricing Sheet and may be added to this Contract provided The County and Successful Respondent agree to a unit price. Prices for any additional systems shall be calculated by comparing pricing to similar services included in Attachment F – Pricing Sheet. The addition of systems and/or premises shall be documented by amendment to this Contract.
- 46.3. At any time, The County may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required and shall be documented by amendment to this Contract.

47. SCOPE OF WORK REFERENCE DOCUMENTS:

- 47.1 Attachment A – 26RFP82- Exterior Window Cleaning Maintenance and Repair Services
- 47.2 Attachment C – Transmittal Letter
- 47.3 Attachment E – Executive Summary
- 47.4 Attachment F – Price Sheet
- 47.5 Attachment L – FEMA Addendum - Revised October 2024
- 47.6 Attachment M – Proposed Methodology
- 47.7 Attachment P – Master Service Agreement Template

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