



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

WINDOW CLEANING SERVICES

SOLICITATION NUMBER 15-017

APRIL 2015

**CITY OF ROUND ROCK
INVITATION FOR BID
WINDOW CLEANING SERVICES**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks an agreement with a qualified Individual, Firm, or Corporation herein after referred to as “Respondent”, to provide all labor, equipment and materials for exterior window cleaning services for multilevel facilities.
2. **BACKGROUND:** The City has approximately 700,000 square feet of maintained property and occupies approximately 46 facilities, all located within the boundaries of the City of Round Rock limits. These buildings consist of both commercial and residential type structures and are one (1) to three (3) stories high. Nine (9) of the City’s facilities will require routine scheduled window cleaning services as specified herein, the remainder of the facilities may be cleaned on an as needed basis.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form
 - 3.4 **Attachment D:** Exhibit 1 – Police Department – Atrium pictures and dimensions
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB
Purchaser
Purchasing Department
City of Round Rock
Phone: 512-218-5456
E-mail: dknutson@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 5.1 Be firms, corporations, individuals or partnerships normally engaged in providing window cleaning services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent’s vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent’s tools, equipment or materials lost or damaged during the performance of the services specified herein;

- 5.3** Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
- 6. SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in exterior window cleaning of multilevel facilities.
- 7. DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
- 8. SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
- 8.1.** Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services;
 - 8.2.** Be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 8.3.** Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph;
 - 8.4.** Should the use of lift equipment be utilized, Respondent shall provide documentation that lift operators are properly trained and/or certified to operate the equipment to be used prior to contract award;
 - 8.5.** Furnish all signs, cones, barricades, tape or other barriers as necessary at the work site to protect anyone from harm or injury.
- 9. PRICING:** The Respondent shall determine and submit a fixed cost for the work by facility location and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
- 10. PRICE INCREASE:** Contract prices for window cleaning services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
- 10.1. Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

10.2. Procedure to Request Increase:

10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

10.2.2. Upon receipt of the request, the City reserves the right to either; accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

11. AGREEMENT TERM: The terms of the awarded agreement shall include but not be limited to the following:

11.1. The term of the initial Agreement shall begin from date of award and shall remain in full force for thirty six (36) months.

11.2. The agreement may be renewed for two (2) additional twelve (12) month periods, provided both parties agree in writing prior to the expiration of the current term.

11.3. The City reserves the right to review the awarded respondents' performance anytime during the contract term.

11.4. If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

12. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within this time frame if the services delivered are not in full compliance with the specifications. In the event the window cleaning is not performed to the satisfaction of the City, the site shall be re-cleaned at no additional cost to the City. The City designated representative shall determine if the entire site is to be re-cleaned, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

PART II
SPECIFICATIONS

1. **SCOPE:** The Successful Respondent shall provide on-site services including all labor, materials, tools, equipment, supervision, transportation and all expertise necessary to perform exterior window cleaning services for various multi-level City owned or occupied locations specified herein, and other facilities on an as needed basis. Window cleaning shall include all entrance and exit doors and lobbies with glass and all adjacent glazing shall be included in the window count, unless otherwise specified. Respondent shall remove mineral deposits, tape, paint, dirt, dust or other residues at no additional cost. The Respondent shall clean all windows, glass partitions, door glass, mullions, sills and the entire frame of the window and shall be done in such a manner as to eliminate dirt, dust, smudges, smears, streaks, water spots and/or window cleaner residue. Visible cleaner/water splash and drip marks will be avoided if at all possible, and if not possible, removed from all adjacent surfaces. Cleaning chemicals must not cause damage to window frames, building exterior or any surrounding materials including plants. A Material Safety Data Sheet (MSDS) must be provided to the City for any chemical used and the City reserves the right to reject the use of any given product. Respondent shall maintain a clean work site. At the completion of each day's work, all debris and trash from the work site shall be removed and disposed at the expense of the Respondent. It is recommended by the City, to keep costs to a minimum, that as much as possible of the window cleaning be performed by utilizing ladders, as opposed to the renting of equipment.

All services performed shall require prior authorization from the City's designated representative and a City approved Purchase Order before work commences.

2. **CITY FACILITIES:** Additional facilities may be added and the pricing shall be determined with the City's designated representative at an agreed upon price comparable to prices submitted by the Successful Respondent. If the price offered cannot be determined reasonable, then the City reserves the right to seek the services from other sources. The following locations will require window cleaning services:

2.1. Water Treatment Plant (Phase 3):

Location: 5400 North IH-35, Round Rock, TX 78681

Building size: 14,876 sq. ft. two (2) story facility

Frequency: Once a year

Special Instructions:

- This facility has high security. Access to this facility will be determined at the post-award meeting with the City's designated representative.
- South side: Windows will need to be cleaned with extensions only, as there is limited access to the windows. These windows are above open water holding tanks, and therefore, the windows must be cleaned with water only and no cleaners.

2.2. Water Treatment Plant (Phase 5)

Location: 5400 North IH-35, Round Rock, TX 78681

Building size: 14,876 sq. ft. two (2) story facility

Frequency: Once a year

Special Instructions:

- This facility has high security. Access to this facility will be determined at the post-award meeting with the City's designated representative.
- South side: Windows will need to be cleaned with extensions only, as there is limited access to the windows. These windows are above open water holding tanks, and therefore, the windows must be cleaned with water only and no cleaners.

2.3. Round Rock Sports Center

Location: 2400 Chisholm Trail Drive, Round Rock, TX 78681

Building size: 82,800 sq. ft. two (2) story facility

Frequency: Twice a year

Special Instructions:

- North side: There is very limited access to the windows on this side. There is no access for equipment, therefore, Respondent will need to utilize ladders for the window cleaning.
- Back side: Some of the sections of windows on the back side have louver shades. The louver shades shall not be removed.
- South side: Some of the sections of windows on the south side have louver shades. The louver shades shall not be removed.
- Front entrance: The front entrance has a large lobby. All windows inside and outside of the lobby shall be cleaned.

2.4. McConico Building

Location: 301 West Bagdad, Round Rock, TX 78664

Building size: 26,382 sq. ft. two (2) story building

Frequency: Twice a year

Special Instructions:

- Front entrance: The interior and the exterior of the lobby windows shall be cleaned.

2.5. Clay Madsen Recreation Center (CMRC)

Location: 1600 Gattis School Road, Round Rock, TX 78665

Building size: 39,000 sq. ft. one (1) story building

Frequency: Twice a year

Special Instructions:

- Front entrance: The interior and the exterior of the lobby windows shall be cleaned.

2.6. Library

Location: 216 East Main Street, Round Rock, TX 78664

Building size: 42,000 sq. ft. two (2) story building

Frequency: Twice a year

Special Instructions:

- Front entrance: Only the exterior of the lobby windows shall be cleaned.

2.7. Business Center

Location: 231 East Main Street, Round Rock, TX 78664

Building size: 18,500 sq. ft. two (2) story building

Frequency: Twice a year

Special Instructions: None

2.8. City Hall

Location: 221 East Main Street, Round Rock, TX 78664

Building size: 24,000 sq. ft. three (3) story building

Frequency: Twice a year

Special Instructions:

- The exterior windows only of the Skywalk between City Hall and Business Center shall be cleaned.

2.9. Police Department

Location: 2701 North Mays Street, Round Rock, TX 78664

Building size: 97,950 sq. ft. one (1) story building with interior atriums

Frequency: Upon request only

Special Instructions:

- This facility has high security. Access to this facility will be determined at the post-award meeting with the City's designated representative.
- Front entrance: Only the exterior part of the lobby and the doors shall be cleaned.
- Atriums: There are a total of four (4) atriums that the windows will need to be cleaned inside and out.
- This facility will not be included in the Site Inspection tour. Pictures of the inner atriums and dimensions are supplied herein (Attachment D)

3. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

3.1. Respondent's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

3.2. The City's designated representative: The City's designated representative shall be:

Pam Keltgen
Custodian Supervisor
General Services
Phone: 512-341-3353
E-mail: pkeltgen@roundrocktexas.gov

4. SECURITY: Access to City facilities will be as directed and prescribed by the City's designated representative. Only authorized Respondent's employees are allowed on the premises of City facilities for window cleaning purposes. Respondent's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any other person; unless that person is an employee of the Respondent assigned to perform work under the resultant agreement. Some of the City's facilities have high security. The details on access to these facilities will be discussed during the City's post-award meeting. Employees to perform the window cleaning for the high security facilities shall have a criminal history background check performed by the Respondent, at the Respondent's expense and said background check shall be provided to the City's designated representative two (2) weeks prior to commencement of work. Employees assigned to perform the services specified herein for the Police Department shall be required to provide their Texas Driver's License upon entry to the facility. The City will provide the Successful Respondent, the designated contact person, and any employees required for work, access to the sites where services are required upon approval by the City's designated representative.

5. WORKFORCE: Successful Respondent shall:

- 5.1.** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 5.2.** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 5.3.** Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
7. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	April 4, 2015
Mandatory Pre-Bid meeting / site visit	April 14, 2015 @ 9:00 AM, CST
Deadline for submission of questions	April 17, 2015 @ 5:00 PM, CST
City responses to questions or addendums	April 21, 2015 @ 5:00 PM, CST
Deadline for submission of responses	April 24, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **MANDATORY PRE-SOLICITATION MEETING / SITE VISIT AND INSPECTION:** A pre-solicitation meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting / site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).
 - 3.1 Attendance at the pre-solicitation meeting / site visit is mandatory. Respondents shall sign-in at the pre-solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-solicitation meeting and site visit tour which shall initially begin at:

**City of Round Rock,
 City Hall Council Chambers
 221 East Main Street
 Round Rock, Texas 78664**

On-Site Cell Phone: 512-801-6989

A City representative will carry the above listed cell phone during the pre-solicitation meeting / site visit to assist attendees with directions.

- 3.2 Respondents will be responsible for their own transportation for the site visit tour.
 - 3.3 A map for each facility location will be provided at the pre-solicitation meeting.
 - 3.4 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
 - 3.5 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Deborah Knutson, CPPB
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- 4.1 Responses received after this time and date shall not be considered. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.2 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 4.3 Facsimile or electronically transmitted responses are not acceptable.
 - 4.4 Responses cannot be altered or amended after opening.
 - 4.5 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.6 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 4.7 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
5. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 5.1 Purchase price;
 - 5.2 Reputation of Respondent and of Respondent's goods and services;
 - 5.3 Quality of the Respondent's goods and services;
 - 5.4 The extent to which the goods and services meet the City's needs;
 - 5.5 Respondent's past performance with the City;
 - 5.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 5.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include an oral presentation and/or the request for additional material/information to clarify.

6. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 7.2 Provide City contact(s) information for implementation of agreement;
 - 7.3 Identify specific milestones, goals and strategies to meet objectives;
 - 7.4 Discuss security measures and site access.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal:

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Provide signed copy of the Addendum Acknowledgment Form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.

3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Round Rock
 WINDOW CLEANING SERVICES
 IFB No. 15-017
 Class/Item: 910-81
 APRIL 2015

ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
 221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number: #15-017	RESPONDENT INFORMATION	Tax ID Number: _____
	Solicitation Name: Window Cleaning Services		Business Name: _____
	Opening Date: April 24, 2015		Address: _____
	Opening Time: On or Before 3:00 PM CST		Address: _____
	Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact: _____
			Telephone: _____
	E-mail: _____		Website: _____

How did you hear about this solicitation?	Newspaper	City's Website	E-mail Announcement	ESBD	Other
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Item #	Description	Quantity	Unit of Measure	Unit Price per cleaning	Extended Price per Year
1	Water Treatment Plant (Phase 3)	1	Cleanings per year	\$	\$
2	Water Treatment Plant (Phase 5)	1	Cleanings per year	\$	\$
3	Round Rock Sports Center	2	Cleanings per year	\$	\$
4	McConico Building	2	Cleanings per year	\$	\$
5	Clay Madsen Recreations Center (CMRC)	2	Cleanings per year	\$	\$
6	Library	2	Cleanings per year	\$	\$
7	Business Center	2	Cleanings per year	\$	\$
8	City Hall	2	Cleanings per year	\$	\$
9	Police Department (upon request only)	2	Cleanings per year	\$	\$

ACKNOWLEDGEMENTS	<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none"> • That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. • The respondent is not currently delinquent in the payment of any debt owed to the City. 	
	<p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p>	
	<p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in <u>Part III, Section 9</u> of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p>	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Response shall include one (1) signed original and three (3) copies of response.</p>
	<p>_____ Printed Name Failure to sign response will disqualify response.</p>	<p>_____ Authorized Signature</p>
	<p>_____ Date</p>	

**ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number (#####) ##### Fax Number: (#####) #####

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number (#####) ##### Fax Number: (#####) #####

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number (#####) ##### Fax Number: (#####) #####

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

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**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

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**ATTACHMENT D:
EXHIBIT # 1 – Police Department Atrium pictures and dimensions**

The Police Department facility has seven (7) atriums. They are four (4) sided atriums that measure 20 ft. x 38 ft. x 10 ft. high.

