

## Fort Bend County Tabulation

Bid 24-031

Term Contract for Window Washing Services for Various Fort Bend County Buildings

Term: April 1, 2024 through March 31, 2025

Recommendation: Superior Building Services, Inc., Houston, TX

Funding: Facilities Management &amp; Planning

Location	Lawson Number	AZPM Maintenance Service Company Inc Houston		National Window Cleaning Houston		Tru Window Washers Pearland		Superior Building Services, Inc. Houston	
		Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing Two (2) Times Per Year	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing Two (2) Times Per Year	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing Two (2) Times Per Year	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing Two (2) Times Per Year
Locations in Richmond									
WILLIAM B TRAVIS BUILDING	7498	\$ 4,025.00	\$ 3,450.00	\$ 1,400.00	\$ 1,350.00	\$ 3,500.00	\$ 3,150.00	\$ 1,200.00	\$ 1,100.00
EMPLOYEE CLINIC	11464	\$ 375.00	\$ 287.50	\$ 48.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
COURTHOUSE	7486	\$ 2,990.00	\$ 2,300.00	\$ 1,350.00	\$ 1,300.00	\$ 1,000.00	\$ 900.00	\$ 1,100.00	\$ 1,000.00
JANE LONG ANNEX	7491	\$ 1,150.00	\$ 1,035.00	\$ 600.00	\$ 550.00	\$ 600.00	\$ 540.00	\$ 350.00	\$ 350.00
FACILITIES MANAGEMENT & PLANNING	7488	\$ 145.00	\$ 87.50	\$ 110.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00
EMERGENCY OPERATIONS CENTER (OEM)	13114	\$ 1,725.00	\$ 1,495.00	\$ 1,258.00	\$ 1,250.00	\$ 1,200.00	\$ 1,080.00	\$ 20.00	\$ 20.00
EMS MEDIC 6	7487	\$ 145.00	\$ 87.50	\$ 38.00	\$ 35.00	\$ 50.00	\$ 50.00	\$ 30.00	\$ 25.00
GEORGE MEMORIAL LIBRARY	7489	\$ 5,405.00	\$ 4,370.00	\$ 2,215.00	\$ 2,200.00	\$ 2,400.00	\$ 2,160.00	\$ 2,000.00	\$ 2,000.00
GML ADMINISTRATION BUILDING	11465	\$ 1,495.00	\$ 1,322.50	\$ 418.00	\$ 415.00	\$ 400.00	\$ 360.00	\$ 400.00	\$ 380.00
LEGION COURT ANNEX	7485	\$ 345.00	\$ 287.50	\$ 48.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
JUVENILE FIELD OFFICE	7493	\$ 230.00	\$ 145.00	\$ 48.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
JUVENILE OFFICE & DETENTION CENTER	7492	\$ 345.00	\$ 260.00	\$ 78.00	\$ 70.00	\$ 200.00	\$ 180.00	\$ 60.00	\$ 50.00
JUVENILE EDUCATION CENTER	7494	\$ 120.00	\$ 87.50	\$ 48.00	\$ 40.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
S.O. ADMINISTRATION BLDG		\$ 2,185.00	\$ 1,840.00	\$ 1,825.00	\$ 1,800.00	\$ 1,800.00	\$ 1,620.00	\$ 1,800.00	\$ 1,750.00
GUS GEORGE ACADEMY	7490	\$ 1,840.00	\$ 1,610.00	\$ 1,825.00	\$ 1,800.00	\$ 1,800.00	\$ 1,620.00	\$ 1,600.00	\$ 1,500.00
PRECINCT 4 FACILITY	7496	\$ 865.00	\$ 690.00	\$ 468.00	\$ 465.00	\$ 1,000.00	\$ 900.00	\$ 400.00	\$ 400.00
JUSTICE CENTER	9570	\$ 8,625.00	\$ 7,475.00	\$ 6,625.00	\$ 6,600.00	\$ 7,200.00	\$ 7,200.00	\$ 6,500.00	\$ 6,500.00
TAX OFFICE	7497	\$ 865.00	\$ 1,380.00	\$ 468.00	\$ 465.00	\$ 600.00	\$ 540.00	\$ 400.00	\$ 400.00
PECAN GROVE GYM		\$ 865.00	\$ 690.00	\$ 483.00	\$ 480.00	\$ 700.00	\$ 630.00	\$ 500.00	\$ 500.00

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Locations in Fulshear									
FULSHEAR ANNEX	7473	\$ 175.00	\$ 145.00	\$ 153.00	\$ 150.00	\$ 400.00	\$ 360.00	\$ 40.00	\$ 40.00
FULSHEAR ANNEX - BUILDING 2	7474	\$ 120.00	\$ 87.50	\$ 153.00	\$ 150.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
FULSHEAR NORTH LIBRARY		\$ 2,760.00	\$ 2,300.00	\$ 2,715.00	\$ 2,700.00	\$ 1,400.00	\$ 1,400.00	\$ 600.00	\$ 600.00
CALEB RULE PUBLIC SAFETY ANNEX		\$ 865.00	\$ 690.00	\$ 378.00	\$ 375.00	\$ 450.00	\$ 405.00	\$ 300.00	\$ 300.00
Locations in Katy									
CINCO RANCH BRANCH LIBRARY	7475	\$ 920.00	\$ 747.50	\$ 1,275.00	\$ 1,250.00	\$ 600.00	\$ 540.00	\$ 200.00	\$ 200.00
NORTH ANNEX	9425	\$ 575.00	\$ 460.00	\$ 478.00	\$ 475.00	\$ 500.00	\$ 450.00	\$ 400.00	\$ 200.00
Locations in Missouri City									
EAST END ANNEX	7477	\$ 865.00	\$ 690.00	\$ 783.00	\$ 780.00	\$ 500.00	\$ 450.00	\$ 500.00	\$ 500.00
MISSOURI CITY LIBRARY	7478	\$ 1,955.00	\$ 1,725.00	\$ 810.00	\$ 800.00	\$ 600.00	\$ 540.00	\$ 200.00	\$ 200.00
MISSOURI CITY ANNEX	9426	\$ 1,150.00	\$ 1,035.00	\$ 328.00	\$ 325.00	\$ 600.00	\$ 540.00	\$ 300.00	\$ 300.00
SIENNA BRANCH LIBRARY	8772	\$ 2,875.00	\$ 2,300.00	\$ 855.00	\$ 850.00	\$ 1,200.00	\$ 1,080.00	\$ 600.00	\$ 600.00
SIENNA ANNEX	13084	\$ 1,670.00	\$ 1,380.00	\$ 880.00	\$ 875.00	\$ 1,400.00	\$ 1,260.00	\$ 750.00	\$ 750.00
Locations in Fresno									
CSCD/EMS SQUAD 95	7472	\$ 230.00	\$ 172.50	\$ 58.00	\$ 55.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 80.00
JUVENILE - JAKE DOVE, MAIN BLDG	13085	\$ 460.00	\$ 345.00	\$ 113.00	\$ 110.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 80.00
JUVENILE - JAKE DOVE, GYM	13086	\$ 460.00	\$ 345.00	\$ 28.00	\$ 25.00	\$ 75.00	\$ 75.00	\$ 25.00	\$ 25.00
Locations in Needville									
ALBERT GEORGE BRANCH LIBRARY	7480	\$ 230.00	\$ 230.00	\$ 158.00	\$ 155.00	\$ 250.00	\$ 225.00	\$ 100.00	\$ 100.00
NEEDVILLE ANNEX	7481	\$ 320.00	\$ 230.00	\$ 318.00	\$ 315.00	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00

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Locations in Rosenberg									
BUD O'SHIELES COMMUNITY CENTER	7499	\$ 290.00	\$ 287.50	\$ 48.00	\$ 45.00	\$ 200.00	\$ 180.00	\$ 40.00	\$ 40.00
CAD BLDGS	7500	\$ 690.00	\$ 575.00	\$ 53.00	\$ 50.00	\$ 600.00	\$ 540.00	\$ 40.00	\$ 40.00
EMS MEDIC 1	12532	\$ 290.00	\$ 287.50	\$ 183.00	\$ 180.00	\$ 200.00	\$ 180.00	\$ 150.00	\$ 150.00
EXTENSION SERVICES-AG BLDG	7505	\$ 290.00	\$ 287.50	\$ 48.00	\$ 45.00	\$ 300.00	\$ 270.00	\$ 40.00	\$ 40.00
EXTENSION SERVICES	7506	\$ 290.00	\$ 287.50	\$ 48.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
EXTENSION SERVICES-YOUTH FACILITY	7507	\$ 120.00	\$ 115.00	\$ 38.00	\$ 35.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
DRAINAGE DISTRICT	7503	\$ 230.00	\$ 172.50	\$ 48.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
RECYCLING CENTER	7504	\$ 230.00	\$ 172.50	\$ 48.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
EMS MEDIC 602	7502	\$ 175.00	\$ 145.00	\$ 133.00	\$ 130.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
ROSENBERG ANNEX	7508	\$ 230.00	\$ 230.00	\$ 53.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
JUVENILE - MAIN BUILDING	13087	\$ 230.00	\$ 240.00	\$ 53.00	\$ 50.00	\$ 75.00	\$ 75.00	\$ 40.00	\$ 40.00
JUVENILE - SHOP	13088	\$ 120.00	\$ 87.50	\$ 28.00	\$ 25.00	\$ 50.00	\$ 50.00	\$ 30.00	\$ 40.00
FIRST TRANSIT - ADMIN	11467	\$ 750.00	\$ 575.00	\$ 728.00	\$ 725.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ 600.00
FIRST TRANSIT - MAINTENANCE		No Charge	No Charge	\$ 428.00	\$ 425.00	\$ 150.00	\$ 150.00	No Charge	No Charge
MEDICAL EXAMINER - ADMIN/MORGUE		\$ 750.00	\$ 575.00	\$ 123.00	\$ 120.00	\$ 150.00	\$ 150.00	No Charge	No Charge
MEDICAL EXAMINER - EXPANSION		\$ 435.00	\$ 375.00	Included	Included	\$ 75.00	\$ 75.00	No Charge	No Charge
PCT 4 BOYS & GIRLS CLUB -ROSENBERG		\$ 230.00	\$ 172.50	\$ 278.00	\$ 275.00	\$ 300.00	\$ 270.00	\$ 250.00	\$ 250.00

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Locations in Sugar Land									
FACILITIES -IDC	New	\$ 290.00	\$ 230.00	\$ 48.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
FIRST COLONY BRANCH LIBRARY	7511	\$ 575.00	\$ 460.00	\$ 228.00	\$ 225.00	\$ 250.00	\$ 225.00	\$ 200.00	\$ 200.00
PRECINCT 3 FACILITY	7512	\$ 575.00	\$ 460.00	\$ 128.00	\$ 125.00	\$ 250.00	\$ 225.00	\$ 40.00	\$ 40.00
EMS SUGAR CREEK ANNEX	7513	\$ 230.00	\$ 230.00	\$ 48.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
SUGAR LAND BRANCH LIBRARY	7514	\$ 520.00	\$ 402.50	\$ 198.00	\$ 195.00	\$ 300.00	\$ 270.00	\$ 200.00	\$ 200.00
SUGAR LAND ANNEX	7515	\$ 575.00	\$ 460.00	\$ 98.00	\$ 95.00	\$ 300.00	\$ 270.00	\$ 100.00	\$ 100.00
UNIVERSITY BRANCH LIBRARY	9709	\$ 2,070.00	\$ 1,725.00	\$ 1,463.00	\$ 1,460.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Location in Stafford									
MAMIE GEORGE BRANCH LIBRARY	7509	\$ 290.00	\$ 230.00	\$ 53.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
Locations in Houston									
PINNACLE SENIOR CENTER	11220	\$ 520.00	\$ 460.00	\$ 88.00	\$ 85.00	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00
MISSION BEND LIBRARY		\$ 690.00	\$ 575.00	\$ 828.00	\$ 825.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
PINNACLE AQUATICS CENTER		\$ 405.00	\$ 172.50	\$ 253.00	\$ 250.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
Location in Beasley									
EMS - BEASLEY		\$ 320.00	\$ 260.00	\$ 323.00	\$ 320.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 40.00
			\$ 52,032.50		\$ 34,455.00		\$ 35,660.00		\$ 24,480.00
Total for All Buildings:		\$ 61,780.00	\$ 104,065.00	\$ 34,930.00	\$ 68,910.00	\$ 38,100.00	\$ 71,320.00	\$ 25,055.00	\$ 48,960.00
Industrial Coating & More, LLC	Disqualified: Did not provide Initialed bid doc and required forms.								
Jet Set II, LLC	Vendor withdrew bid.								



COUNTY PURCHASING AGENT  
Fort Bend County, Texas

Vendor Information

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Superior Building Services. Inc.		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 30 Years
Federal ID # or S.S. #	76-0464835	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	6430 Alder Drive		
City/State/Zip	Houston. Tx 77081		
Physical Address	6430 Alder Drive		
City/State/Zip	Houston. TX 77081		
Phone Number	713.661.5414		
E-mail	oscar@superiorsvs.com		
Contact Person	Oscar Castellon		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # 1760464835600 Certification # _____	Cert Date _____ Exp Date _____ 8/21/2024 _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <input type="checkbox"/> 6430 Alder Drive	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)	561720		
Signature of Authorized Representative			
Printed Name	Oscar Castellon		
Title	President		
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for Window Washing Services of Exterior  
of Various Fort Bend County Buildings  
BID 24-031*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery.

**SUBMIT NO LATER THAN:**

Tuesday, January 30, 2024  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 24-031  
WINDOW WASHING

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Melissa Stavinoha  
Senior Buyer  
[Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



## 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Melissa Stavinocha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [Melissa.Stavinoha@fortbendcountytexas.gov](mailto:Melissa.Stavinoha@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, January 23, 2024 at 10:00 a.m. (CST)**. Requests received

Initials of Bidder: OC

after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the

Initials of Bidder: O.C.,



course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject

Initials of Bidder: D.C.

to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

Initials of Bidder: Q.C.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

Initials of Bidder: O.C.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

Initials of Bidder: O.C.

## 2.0 TERMS & CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 **Invoices and Payments:**
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
  - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but

Initials of Bidder: D. C.

unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather

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conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give

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written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, labor and equipment to perform exterior window washing services and, as applicable, cleaning of store fronts of various County buildings, which meet or exceed the specifications contained herein.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **April 1, 2024 through March 31, 2025**, renewable annually for four (4) years (through 31 March 2029) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### **5.0 BID DOCUMENT COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet.** The bid document, copy of completed pricing form, and electronic file of the pricing form in Excel file format, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

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## 6.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## 7.0 TEXAS ETHICS COMMISSION FORM 1295:

- 7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 7.2 On-line instructions:
  - 7.2.1 Name of governmental entity is to read: Fort Bend County.
  - 7.2.2 Identification number used by the governmental entity is: B24-031.
  - 7.2.3 Description is the title of the solicitation: Window Washing.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

## 8.0 INSURANCE:

- 8.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 8.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance

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expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

8.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

8.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

8.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

8.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

8.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

8.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

## **9.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

9.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written

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report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 9.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 9.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 9.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 9.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 9.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 9.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **10.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20230247 12/22/2023



Superseded General Decision Number: TX20220247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	05/05/2023
3	08/25/2023
4	09/01/2023
5	10/13/2023
6	12/22/2023

ASBE0022-009 07/03/2023

Rates      Fringes

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ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023 BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021 CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023 ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
ELEV0031-003 01/01/2023 ELEVATOR MECHANIC	\$ 49.15	37.335+a+b
FOOTNOTES:		
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.		
B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
ENGI0450-002 04/01/2014		
POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
IRON0084-002 06/01/2022 IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
PLAS0783-001 04/01/2023 PLASTERER	\$ 31.34	10.30
PLUM0068-002 10/01/2023 PLUMBER	\$ 34.86	11.68
*PLUM0211-010 10/01/2023		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
SHEE0054-003 04/01/2020 SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85

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\*SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36**	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82**	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87**	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87**	0.73
IRONWORKER, REINFORCING	\$ 12.10**	0.00
LABORER: Common or General	\$ 10.79**	0.00
LABORER: Mason Tender – Brick	\$ 13.37**	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50**	0.00
LABORER: Pipelayer	\$ 12.94**	0.00
LABORER: Roof Tearoff	\$ 11.28**	0.00
LABORER: Landscape and Irrigation	\$ 9.49**	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10**	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93**	0.00

Initials of Bidder: D. G.

OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64**	0.00
OPERATOR: Grader/Blade	\$ 13.37**	0.00
OPERATOR: Loader	\$ 13.55**	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03**	0.00
OPERATOR: Roller	\$ 16.00**	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40**	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00**	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00**	0.00
TILE SETTER	\$ 16.17**	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95**	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39**	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50**	0.00
TRUCK DRIVER: Water Truck	\$ 12.00**	4.11
WATERPROOFER	\$ 14.39**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Initials of Bidder: D.C.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Initials of Bidder: O. C.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Initials of Bidder: O.C.



The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

#### **11.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 11.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 11.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

#### **12.0 CONFLICT OF INTEREST:**

- 12.1. Pursuant to Chapter 171 of the Texas Local Government Code, no County public official shall vote on or participate in this Agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this Agreement.
- 12.2 Each party shall file a conflict of interest statement or questionnaire, if required, in accordance with Chapter 176 of the Texas Local Government Code, if (1) Contractor has an employment, business and/or familial relationship with the local government officer (or family member of the officer) that results in the local government officer receiving taxable income exceeding \$2,500, or (2) Contractor has given the local government officer (or to the family member of the officer) one or more gifts with the aggregate value of more than \$100 in the preceding 12 month period.

Initials of Bidder: D. C.

### **13.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

### **14.0 VENDOR STATUS:**

The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home>, if applicable, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

### **15.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

### **16.0 AWARD:**

This contract will be awarded to the overall lowest bidder meeting specifications.

### **17.0 LETTERS OF REFERENCE:**

Bidders must submit, with bid, a minimum of three (3) letters of reference from entities with whom bidder holds current contracts including the square footages cleaned (similar or larger operations) with whom they have maintained a two (2) year contract during the years 2016, 2017 and/or 2018. Letters of reference cannot be dated before July 23, 2018 and must be provided on references' letterhead to include all contact information.

### **18.0 LOCATIONS, BID PRICING & ALTERNATE PRICING:**

Locations are available on the bid pricing form downloadable from Fort Bend County's website. All bid pricing must be completed in the Excel Pricing Form file provided on the County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing in the Excel file, and include an electronic copy of the completed Excel file on Flash Drive in the same sealed envelope with their copy of bid response and copy of completed pricing form. The electronic copy must be able to be saved by the County Purchasing Department to access the vendor's pricing and transfer of bid prices to the County's Excel tabulation file. A printed copy of the completed pricing form is to be included with the bid response. All buildings, sidewalks, and foundations listed may not be serviced due to funding.

### **19.0 SPECIFICATIONS:**

- 19.1 Wash only the exterior windows, frames, canopies, arches, and store fronts, as applicable.

Initials of Bidder: D. C.

- 19.2 Remove all algae, cobwebs, bird droppings, wasp nests, hard water spots, etc. some buildings are multi-story and may require scaffolding, lift or bosun chair.
- 19.3 Protection to be provided by vendor for any landscaping that could be affected by washing methods employed.
- 19.4 Washing solutions shall not damage or degrade installed caulking, glazing or seals of windows and frames.

**20.0 PROCESS:**

- 20.1 Fort Bend County will provide awarded vendor with a representative from the Facilities Department.
- 20.2 Prior to any work being performed, Facilities will contact the vendor and inform the vendor of which service/s are needed at which location.
- 20.3 Upon the service completion, vendor must contact the Facilities representative.
- 20.4 Facilities representative will inspect location.
- 20.5 In the event, services do not meet specifications, vendor will be given 24 hours to remedy.
- 20.6 Upon approval of Facilities representative, vendor will send the invoice to the Facilities Department for distribution to the responsible department for payment processing.

**21.0 INTERVAL:**

Each facility will be washed a minimum of once per year. Alternate pricing is requested for window washing twice annually.

**22.0 REQUIRED FORMS:**

All bidders are required to complete the attached and return with their submission:

- 22.1 Proof of Insurance
- 22.2 Pricing Form in electronic Excel File
- 22.3 Vendor Form
- 22.4 W9 Form
- 22.5 Tax Form/Debt/Residence Certification

Initials of Bidder: O.C.

22.6 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: O.C.

**LEGAL NOTICE  
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, JANUARY 30, 2024 at 2:00 P.M.** (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at [www.fortbendcountytexas.gov](http://www.fortbendcountytexas.gov).

- 1. B24-030 – TERM CONTRACT FOR VOICE AND DATA CABLING FOR FORT BEND COUNTY**
- 2. B24-031 – TERM CONTRACT FOR WINDOW WASHING SERVICES OF EXTERIOR OF VARIOUS FORT BEND COUNTY BUILDINGS**
- 3. B24-033 – TERM CONTRACT FOR PAUPER BURIAL SERVICES**
- 4. B24-034 – TERM CONTRACT FOR PURCHASE OF TRADE BOOKS**
- 5. B24-036 – TERM CONTRACT FOR PURCHASE OF HIGH DEMAND BOOKS**

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:  
Jaime Kovar, Purchasing Agent  
Fort Bend County, Richmond, Texas  
281-341-8640

**Bid 24-031 –Window Washing Exterior  
for Fort Bend County  
Q&A #1**

Question 1: Can you please tell me if there is a current contract and or a budget for this IFB?

*Answer: The current contract (B19-006) details can be found on our County Website under Purchasing Agent.*

<https://www.fcbend.gov/tx.gov/government/departments/purchasing-agent/tal-ulations/2019-b-a-tal-ulations>

Question 2: At the William B Travis building, are there tie backs or anchor points on the rooftop? Are the curved glass skylights included in the scope at George Memorial Library?

*Answer: No, there are no tiebacks or anchors at the Travis Building. Yes, skylights are to be included in the scope for George Memorial Library.*

Question 3: Is there a current contract/budget in place? Is there an estimated number of windows per building?

*Answer: The current contract (B19-006) details can be found on our County Website under Purchasing Agent. No, there is not an estimated number of windows. They would have to go out to each location.*

Question 4: I am working on completing the pricing form for the window cleaning and I was wondering if you happen to know which locations listed on the price form have roof access? If so, do you also happen to know which buildings have roof anchors?

*Answer: The buildings below have roof access, and none has roof anchors. All others will need to be accessed with a ladder.*

William B Travis  
Employee Clinic  
Courthouse  
Jane Long Annex  
Emergency Operations Center  
George Memorial Library  
GML Admin Building  
Juvenile Office and Detention  
SO Admin  
Gus George  
Justice Center  
Sportsplex (Pecan Grove Gym)  
Fulshear North Library  
Cinco Ranch Library



*Missouri City Library*  
*Missouri City Annex*  
*Sienna Branch Library*  
*Sienna Annex (limited access)*  
*Rosenberg Annex*  
*Pct 4 Boys & Girls – Rosenberg (limited access)*  
*Precinct 3 – 12919 Dairy Ashford*  
*Sugar Land Branch Library*  
*Sugar Land Annex*

CONTRACT SHEET  
B24-031

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 26 day of March, 20 24  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Superior Building Services, Inc. (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Window Washing Exterior  
of Various County Buildings** which are hereto attached and made a part hereof, together with this  
instrument and the bond (when required) shall constitute the full agreement and contract between parties  
and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the  
accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties  
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 26 day of March, 20 24.

Fort Bend County, Texas

By: K P George  
County Judge K P George

By: [Signature]  
Signature of Contractor

By: Oscar Castellon  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Superior Building Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check **only one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6430 Alder Drive

6 City, state, and ZIP code

Houston, TX 77081

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

76 - 0464835 \_\_\_\_

### Part II Certification

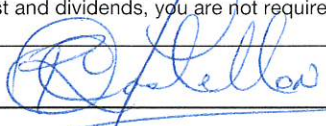
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶



Date ▶

1/29/2024

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: RFQ

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): Superior Building Services, Inc.

Company Name submitting Bid/Proposal: 6430 Alder Drive

Mailing Address: Houston, TX 77081

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
	N/A

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No ☐ If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Superior Building Services, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

SUPERIOR BUILDING SERVICES, INC.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in blue ink, appearing to read "Oscar Castellon", is written over a horizontal line.

Contractor Signature

A handwritten date "01/29/2024" in blue ink is written over a horizontal line.

Date

Oscar Castellon

Printed Name

President

Title



## REFERENCES

### Superior Building Services, Inc.

1. Company Name: City of Houston Airport Services Phone No.: 281.230.3063  
Address: 2800 Terminal Rd, Houston, TX 77032  
Contact Name/Title: Tanisha Smith, Division Manager, HAS Contact Phone No.: 281.230.3063  
Contact Email: tanisha.smith2@houston.tx.gov  
Project Name/Title: Window and Surface Cleaning Contract 4600015772  
Award Date: 20+ Yrs Completion Date: On Going  
Description: Window and Surface Cleaning HAS

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2. Company Name: Houston First Corporation Phone No.: 713.853.8007  
Address: 1001 Avenida de las Americas, Houston, TX 77010  
Contact Name/Title: Martha Garza, CEM CVP, Dir. Facility Services Contact Phone No.: 713.853.8007  
Contact Email: martha.garza@houstonfirst.com  
Project Name/Title: George R. Brown, Wortham Theater, Partnership Building  
Award Date: Approx 2011 Completion Date: March 31, 2027  
Description: Window Washing

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3. Company Name: Houston Methodist West Phone No.: 832.522.1501  
Address: 18500 Katy Freeway, Houston, TX 77094  
Contact Name/Title: Arturo Meza, Director Environmental Services Contact Phone No.: 832.522.1501  
Contact Email: ameza@houstonmethodist.org  
Project Name/Title: Methodist West Hospital, Methodist West Cinco Ranch ER  
Award Date: 25+ Yrs Completion Date: On Going  
Description: Window Washing and Pressure Washing

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4. Company Name: Houston Methodist Hospital Phone No.: 713.441.1471  
Address: 6565 Fannin Street, Houston, TX 77030  
Contact Name/Title: Katherine Mackenzie, Department Manager Contact Phone No.: 713.441.1471  
Contact Email: kjmackenzie@houstonmethodist.org  
Project Name/Title: Pressure Washing hospital building valet parking areas  
Award Date: 25+Yrs Completion Date: On Going  
Description: \_\_\_\_\_

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**Fort Bend County Pricing Form**  
**Bid 24-031**  
**Window Washing Exterior for County Buildings**

Vendor Name: Superior Building Services, Inc.

Location	Estimated Square Footage	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing if Washed Two (2) Times Per Year
<i>Locations in Richmond:</i>			
<b>WILLIAM B TRAVIS BUILDING</b>	110,192	\$ 1,200.00	\$ 1,100.00
301 Jackson Street Richmond TX			
<b>EMPLOYEE CLINIC</b>	8,871	\$ 40.00	\$ 40.00
301 Jackson Richmond TX			
<b>COURTHOUSE</b>	28,261	\$ 1,100.00	\$ 1,000.00
401 Jackson Richmond TX			
<b>JANE LONG ANNEX</b>	29,928	\$ 350.00	\$ 350.00
500 Liberty Richmond TX			
<b>FACILITIES MANAGEMENT &amp; PLANNING</b>	3,321	\$ 100.00	\$ 100.00
900-904 Morton Street Richmond TX			
<b>EMERGENCY OPERATIONS CENTER (OEM)</b>	24,245	\$ 20.00	\$ 20.00
307 Fort Street Richmond TX			
<b>EMS Medic 6</b>	1,480	\$ 30.00	\$ 25.00
204 Main Street Richmond TX			
<b>GEORGE MEMORIAL LIBRARY</b>	91,223	\$ 2,000.00	\$ 2,000.00
1001 Golfview Richmond TX *to include Skylights			
<b>GML ADMINISTRATION BUILDING</b>	16,910	\$ 400.00	\$ 380.00
1003 Golfview Richmond TX			
<b>LEGION COURT ANNEX</b>	4,960	\$ 40.00	\$ 40.00
117 Legion Drive Richmond TX			
<b>JUVENILE FIELD OFFICE</b>	7,416	\$ 40.00	\$ 40.00
118 Legion Dr Richmond TX			
<b>JUVENILE OFFICE &amp; DETENTION CENTER</b>	39,437	\$ 60.00	\$ 50.00
122 Golfview Richmond TX			
<b>JUVENILE EDUCATION CENTER</b>	4,445	\$ 40.00	\$ 40.00
122 Golfview Richmond TX			



Vendor Name: Superior Building Services, Inc.

Location	Estimated Square Footage	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing if Washed Two (2) Times Per Year
Locations in Richmond (cont'd):			
S.O. ADMINISTRATION BLDG	48,000	\$ 1,800.00	\$ 1,750.00
1840 Richmond Parkway Richmond TX			
GUS GEORGE ACADEMY	40,000	\$ 1,600.00	\$ 1,500.00
1521 Eugene Heimann Circle Richmond TX			
PRECINCT 4 FACILITY	27,810	\$ 400.00	\$ 400.00
1517 Eugene Heimann Circle Richmond TX			
JUSTICE CENTER (including Expansion)	366,932	\$ 6,500.00	\$ 6,500.00
1422 Eugene Heimann Circle Richmond TX			
TAX OFFICE	29,229	\$ 400.00	\$ 400.00
1317 Eugene Heimann Circle Richmond TX			
PECAN GROVE GYM	61,672	\$ 500.00	\$ 500.00
727 Plantation Dr. Richmond TX			
Locations in Fulshear:			
FULSHEAR ANNEX	10,401	\$ 40.00	\$ 40.00
8100 FM 359 Fulshear TX			
FULSHEAR ANNEX -BUILDING 2	1,472	\$ 40.00	\$ 40.00
8100 FM 359 Fulshear TX			
FULSHEAR NORTH LIBRARY	41,980	\$ 600.00	\$ 600.00
6350 Texas Heritage Parkway Fulshear TX			
CALEB RULE PUBLIC SAFETY ANNEX	16,735	\$ 300.00	\$ 300.00
6561 Flewellen Way Fulshear TX			
Location in Katy:			
CINCO RANCH BRANCH LIBRARY	34,760	\$ 200.00	\$ 200.00
2620 Commerical Ctr. Blvd			
Katy TX			
NORTH ANNEX	23,310	\$ 400.00	\$ 200.00
22333 Grand Corner Dr Katy TX			

Vendor Name: Superior Building Services, Inc.

Location	Estimated Square Footage	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing if Washed Two (2) Times Per Year
Locations in Missouri City:			
EAST END ANNEX	19,197	\$ 500.00	\$ 500.00
303 Texas Parkway Missouri City TX			
MISSOURI CITY LIBRARY	28,058	\$ 200.00	\$ 200.00
1530 Texas Parkway Missouri City TX			
MISSOURI CITY ANNEX	29,604	\$ 300.00	\$ 300.00
307 Texas Parkway Missouri City TX			
SIENNA BRANCH LIBRARY	45,262	\$ 600.00	\$ 600.00
8411 Sienna Springs Missouri City TX			
SIENNA ANNEX	48,000	\$ 750.00	\$ 750.00
5855 Sienna Springs Way Missouri City TX			
Locations in Fresno:			
CSCD/EMS SQUAD 95	11,702	\$ 80.00	\$ 80.00
2725 FM 521 Fresno TX			
JUVENILE - JAKE DOVE	Main Building 6,552	\$ 80.00	\$ 80.00
400 Coen Fresno TX			
	Gym 9,005	\$ 25.00	\$ 25.00
Locations in Needville:			
ALBERT GEORGE BRANCH LIBRARY	6,676	\$ 100.00	\$ 100.00
9230 Gene Needville TX			
NEEDVILLE ANNEX	5,600	\$ 100.00	\$ 100.00
3114 Rosenberg Needville TX			

Vendor Name: Superior Building Services, Inc.

Location	Estimated Square Footage	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing if Washed Two (2) Times Per Year
<i>Locations in Rosenberg:</i>			
<b>BUD O'SHIELES COMMUNITY CENTER</b>	13,450	\$ 40.00	\$ 40.00
1330 Band Road Rosenberg TX			
<b>CAD BLDGS (both)</b>	41,463	\$ 40.00	\$ 40.00
2801 B F Terry Blvd Rosenberg TX			
<b>EMS MEDIC 1</b>	14,458	\$ 150.00	\$ 150.00
4332 Hwy 36 Rosenberg TX			
<b>EXTENSION SERVICES-AG BLDG</b>	18,959	\$ 40.00	\$ 40.00
1402 Band Road Rosenberg TX			
<b>EXTENSION SERVICES</b>	4,800	\$ 40.00	\$ 40.00
1436 Band Road Rosenberg TX			
<b>EXTENSION SERVICES-YOUTH FACILITY</b>	7,320	\$ 40.00	\$ 40.00
1440 Band Road Rosenberg TX			
<b>DRAINAGE DISTRICT</b>	9,760	\$ 40.00	\$ 40.00
1124 Blume Road Rosenberg TX			
<b>RECYCLING CENTER</b>	20,000	\$ 40.00	\$ 40.00
1200 Blume Road Rosenberg TX			
<b>EMS MEDIC 602</b>	5,000	\$ 40.00	\$ 40.00
406 Houston Street Rosenberg TX			
<b>ROSENBERG ANNEX</b>	93,323	\$ 40.00	\$ 40.00
4520 Reading Road Rosenberg TX			
<b>JUVENILE</b>	Main Building 5,175	\$ 40.00	\$ 40.00
3403 Avenue F Rosenberg TX			
<b>JUVENILE</b>	Shop 1,200	\$ 30.00	\$ 40.00
3413 Avenue F Rosenberg TX			
<b>TRANSIT FACILITY</b>	Admin 18,617	\$ 600.00	\$ 600.00
3737 Bamore Rd. Rosenberg TX			
	Maintenance 28,375		
<b>MEDICAL EXAMINER</b>	Admin/Morgue 11,900		
3840 Bamore Rd. Rosenberg TX			
	Expansion 6,250		
<b>PCT 4 BOYS &amp; GIRLS CLUB - ROSENBERG</b>	19,956	\$ 250.00	\$ 250.00
1820 Ave. E Rosenberg TX			

Vendor Name: Superior Building Services, Inc.

Location	Estimated Square Footage	Price Per Window Washing One (1) Time Per Year	Alternate Pricing: Price Per Each Window Washing if Washed Two (2) Times Per Year
Locations in Sugar Land:			
FACILITIES - IDC	2,532	\$ 40.00	\$ 40.00
1809 Eldridge Road Sugar Land TX			
FIRST COLONY BRANCH LIBRARY	19,429	\$ 200.00	\$ 200.00
2121 Austin Parkway Sugar Land TX			
PRECINCT 3 FACILITY	13,304	\$ 40.00	\$ 40.00
12919 Dairy Ashford Sugar Land TX			
EMS SUGAR CREEK ANNEX	4,990	\$ 40.00	\$ 40.00
1514 Parkway Blvd Sugar Land TX			
SUGAR LAND BRANCH LIBRARY	21,924	\$ 200.00	\$ 200.00
550 Eldridge Sugar Land TX			
SUGAR LAND ANNEX	19,510	\$ 100.00	\$ 100.00
12550 Emily Court Sugar Land TX			
UNIVERSITY BRANCH LIBRARY	40,193	\$ 1,400.00	\$ 1,400.00
14010 University Blvd Sugar Land TX			
Location in Stafford:			
MAMIE GEORGE BRANCH LIBRARY	5,184	\$ 40.00	\$ 40.00
320 Dulles Stafford TX			
Locations in Houston:			
PINNACLE SENIOR CENTER	10,300	\$ 50.00	\$ 50.00
5525 Hobby Rd #C Houston TX			
MISSION BEND LIBRARY	23,780	\$ 500.00	\$ 500.00
8421 Addicks Clodine Road Houston TX			
PINNACLE AQUATICS CENTER	6,486	\$ 40.00	\$ 40.00
5525 Hobby Rd #D Houston TX			
Locations in Beasley:			
EMS - BEASLEY	3,000	\$ 40.00	\$ 40.00
219 S 4TH St Beasley TX			
Total for All Buildings One (1) Time per Year:		\$ 24,475.00	
Total for All Buildings Two (2) Times per Year:			\$ 47,800.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Superior Building Services, Inc.  
Houston, TX United States

**Certificate Number:**  
2024-1117473

**Date Filed:**  
01/29/2024

**Date Acknowledged:**  
03/26/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

24-031  
Window Washing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)