

Janitorial Service Maintenance Agreement

This agreement is made on this 15 day of October, 2013, between Hays County, and, Wendt Cleaning, Inc. dba Spotless Cleaning (herein referred to as Vendor), for services at specific Hays County buildings, list attached.

Terms

Vendor will provide janitorial and other related services to Hays County according to the set of specifications set forth and agreed upon hereto and made a part of this Contract (see Attachments).

Vendor shall designate a responsible representative to be in charge of work who will be available during all hours worked by the Vendor's personnel. Vendors supervisory personnel will regularly inspect the premises and work done by Vendor's employees and will exercise complete authority over all such employees. Periodic inspections of the premises and work done by the Vendor's employees will be conducted by the appropriate Hays County personnel. Vendor shall employ only qualified and trustworthy workers. Vendor shall maintain an adequate number of employees to satisfactorily perform all scheduled operations. Non-vendor associated personnel and/or minors will not be permitted on the job premises.

Vendor shall submit criminal background checks and employment history on all employees before start date of contract. Employee history must include length of time with company. In addition, vendor shall continue to submit background checks for any new employees prior to entering any Hays County facilities. Hays County requests all documentation of alien's right to work in the United States.

Vendor shall be responsible for instructing Vendor personnel on appropriate safety measures. All Hays County buildings are NON-SMOKING facilities.

Vendor shall furnish all labor, equipment, and materials necessary to the performance of its cleaning duties. Hays County will provide reasonable storage areas for such Vendor's equipment as will be kept at Hays County locations. Hays County will not be liable for any damage done to any equipment by any party or person. All paper products (toilet tissue, hand towels, toilet seat liners, tampons and liquid soap) will be provided by Hays County unless otherwise notified after the bidding process.

Janitorial services are to be performed Monday through Friday, no later than between the hours of 8:00 AM and 5:00 PM unless otherwise specified in special instructions for individual buildings. **All** services must be completed no later than 5:00 PM.

Compensation

Compensation for these services shall be \$5,599.36 per month. In the event of any increase or decrease in wages and conditions in the Federal Wage Laws, the contract may be amended with written approval by Hays County. Hays County shall pay the monthly invoice within thirty (30) days after the date the invoice is received in the County Accounts Payable department, pursuant with Vernon's Texas Civil Statue, Subtitle F, Chapter 2251.021.

Term of Contract

The initial term of this contract shall be from November 4, 2013, through November 30, 2014, with the option to renew for 3 years. At any time during the term of this contract, either party may give thirty (30) calendar days written notice of its intention to terminate.

If Hays County at any time should become dissatisfied with the performance of Vendor under this contract, it shall have the right to terminate this contract by giving thirty (30) days written notice thereof to Vendor.

This contract shall be governed by all applicable laws of the State of Texas.

Vendor shall indemnify and hold harmless Hays County, its officers, agents, Commissioner's Court, and employees against all liability, demands, claims, suits, losses, damages, cause of action, fines or judgment, including costs, attorney's and witness' fees and expense incident thereto for injuries (including death) to persons or property arising out of or in connection with Vendor's performance of its duties hereunder, unless caused by the adjudicated gross negligence or willful misconduct of Hays County. Hays County will give Vendor prompt written notice of any such demand, claim, or suit against it; Vendor shall have the right to compromise or defend the same to the extent of its own interest.

Insurance

During the term of this agreement, Vendor shall carry and maintain in full force insurance of the following types and amounts, insuring Vendor while it is performing its duties under this agreement:

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 per occurrence
Worker's Compensation Insurance	per statutory requirements

Vendor will cause the insurance company or companies to furnish Hays County with certificates of such policies detailing the coverage therein and shall include Hays County as additional insured. Such certificates must be delivered to Hays County concurrently with execution of this agreement by the Vendor.

Security

Vendor shall develop and maintain prudent operating procedures to give assurance that reasonable security consideration can be relied upon to be performed by Vendor. A copy of the operating procedures must be provided to Hays County prior to beginning work.

Contract

This contract, along with the aforementioned attachments, constitutes the entire agreement between parties hereto and shall become a valid contract only after acceptance by Hays County Commissioner's Court.

Vendor Name: **Wendt Cleaning, Inc.**
dba Spotless Cleaning

By: *Caren M. Wendt*

Name: Caren Wendt

Title: *President*

Date: *10/24/2013*

Hays County

By: *Bert Cobb*

Name: *Bert Cobb M.D.*

Title: *Hays County Judge*

Date: *10/28/2013*

HAYS COUNTY REMOTE OFFICES

Cleaning Specifications*

Offices/Conference Rooms/Corridors/Common Areas:

Empty all trash and replace liners as necessary	per trip
Remove trash to designated area	per trip
Arrange furniture in conference rooms	per trip
Clean conference table	per trip
Sweep hardwood floor	per trip
Dust furniture, fixtures, and windowsills	weekly
Dust areas clear of paper	weekly
Spot clean partition glass	weekly
Damp mop hardwood floors	weekly
High dusting	monthly
Spot clean light switches and doors	monthly

Break Area:

Empty all trash receptacles and replace liners as necessary	per trip
Remove trash to designated area	per trip
Damp wipe counters with disinfectant	per trip
Clean sinks; including drain tray, spotting the fronts of cabinets, wiping all counters, and refilling dispensers	per trip
Dust/Damp mop all floors	per trip
Dust furniture and fixtures	weekly
Spot clean all light switches and doors	monthly
Clean ceiling vents	monthly

Restrooms:

Clean and sanitize fixtures, mirrors, and counters	per trip
Sweep and mop floors	per trip
Refill dispensers and empty trash	per trip
Remove trash to designated area	per trip
Dust high and low areas	monthly
Clean air vents	monthly

Entry Areas:

Empty all trash receptacles and replace liners as necessary	per trip
Remove trash to designated area	per trip
Spot clean door glass and side glass	per trip
Dust/Damp mop floors	per trip
Clean and sanitize water fountains	per trip
Dust furniture, fixtures and windowsills	weekly
Spot clean all light switches and doors	monthly
Clean ceiling vents	monthly

*Foreman Building on Yarrington will be cleaned twice weekly.

Hays County Remote Offices

Hays County Precinct 2

5458 Jack C. Hays Trail
Kyle, TX 78640
Approx. 14250 Sq. Ft.
(Currently 3,240 sq ft = 4 Temporary Buildings)

Hays County Precinct 3

14306 N. RR 12
Wimberley TX, 78676
Rental Space

Hays County Precinct 4

195 Roger Hanks Parkway
Dripping Springs, TX 78620
Approx 6300 Sq. Ft.

Hays County Precinct 5

500 Jack C. Hays Trail
Buda, TX 78610
Approx. 5905 Sq. Ft.

Hays County Development Services, Road and Bridge, Fire Marshall

2171 Yarrington Road
San Marcos, TX 78666
Approximately 16950 Sq. Ft.

Hays County Foreman Building

2171 Yarrington Road
San Marcos, TX 78666
Approx. 2400 Sq. Ft.

Hays County Personal Health Dept

401-A Broadway St.
San Marcos, TX 78666
Approx. 9200 sq. ft.

**Hays County Remote Offices
PRICING PROPOSAL/COST SHEET**

President:	Caren Wendt
Director of Operations:	Hardy Dudgeon
Consultant:	Kathy Gossett

HCDS - Development Services, Road and Bridge, Fire Marshall Approx. 16,950 sq. ft.	<u>\$ 1,280.69</u> PER MTH
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HCFB - Foreman Building Approx. 2,400 sq. ft.	<u>\$ 162.96</u> PER MTH
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HCPr2 – Precinct 2 Approx. 14,250 sq. ft.	<u>\$ 1,234.33</u> PER MTH
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HCPr3 – Precinct 3 Approx. 1,875 sq. ft.	<u>\$ 667.39</u> PER MTH
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HCPr4 – Precinct 4 Approx. 6,300 sq. ft.	<u>\$ 609.97</u> PER MTH
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HCPr5 – Precinct 5 Approx. 5,905 sq. ft.	<u>\$ 609.97</u> PER MTH
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HCHD – Health Dept Approx. 9200 sq. ft.	<u>\$ 1,034.05</u> PER MTH
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TOTAL	<u>\$ 5,599.36</u> PER MTH
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Miscellaneous work: Beyond Contract Specifications
(\$125.00 minimum)

Additional Porter hourly rate	<u>\$ 18.00</u> PER HOUR
Overtime/Holiday rate	<u>\$ 25.00</u> PER HOUR
Emergency rate	<u>\$ 25.00</u> PER HOUR
Carpet extraction	<u>\$.12</u> PER SQ FT
Strip and Wax	<u>\$.23</u> PER SQ FT
Construction	<u>\$ 25.00</u> PER HOUR
Special Request	<u>\$ 25.00</u> PER HOUR

*Paper Products are not included in this pricing.

** IF YOU WOULD LIKE FOR US TO MANAGE YOUR PAPER PRODUCTS, WE RECOMMEND INVOICING YOUR PAPER PRODUCTS PER USAGE. YOU WOULD RECEIVE AN INVOICE EACH MONTH WITH YOUR PODS ATTACHED. THE PRICES WILL ONLY BE INCREASED WHEN THE SUPPLIER INCREASES THE COST

Spotless Cleaning
Hays County Remote Offices Janitorial Services
RFP #2013-P03 March 14, 2013

Bldg	Street	City	State	Zip	Hours to Clean*	Days of Wk	# of days
HCDS	2171 Yarrington Rd	San Marcos	TX	78666	4	M-F	5
HCFB	2171 Yarrington Rd	San Marcos	TX	78666	1	T, Th	2
HCPr2	5458 Jack C. Hays Trail	Kyle	TX	78640	4	M-F	5
HCPr3	14306 N. RR 12	Wimberley	TX	78676	2	M-F	5
HCPr4	195 Roger Hanks Pkwy	Dripping Springs	TX	78620	2	M-F	5
HCPr5	500 Jack C Hays Trail	Buda	TX	78610	2	M-F	5
HDHC	401 Broadway St	San Marcos	TX	78666	3	M-F	5