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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award annual janitorial services bid to ISS Facility Services for janitorial services in remote county offices; authorize counsel to negotiate and/or finalize contract and authorize the County Judge to execute once complete.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 23, 2013	\$15,033

LINE ITEM NUMBER

001-695-00.5456

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	COBB	N/A

SUMMARY

On February 26, 2013 Hays County Commissioners Court approved specification for RFP 2013-P03 for Janitorial Services at remote Hays County Offices. A selection committee scored the respondents based on the criteria in the specifications in the RFP.

A total of 10 responses to the RFP were submitted. The annual amount required is \$45,096.

Facility Services Agreement

CUSTOMER: HAYS COUNTY

ISS FACILITY SERVICES, INC.

ADDRESS:

2171 Yarrington Road,
San Marcos, Texas 78667

PHONE: 512-393-2150

FAX: 512-493-1915

E-MAIL: james.garza@co.hys.tx.us

FEDERAL ID #:

ADDRESS:

10435 Burnet Road, Suite 102
Austin, Texas 78758

PHONE: 512.836.9516

FAX: 512.836.7712

E-MAIL: Trent.Harr@us.issworld.com

FEDERAL ID #: 06-1535240

This agreement is entered into between Customer and ISS Facility Services, Inc. (ISS) for the performance of **JANITORIAL services** as described more specifically on the appended Specifications.

1. Customer and ISS agree, in each party's respective dealings with the other party to act in good faith.
2. ISS is an independent contractor.
3. ISS has current, active business insurance; including a minimum of \$1,000,000 General Liability, \$1,000,000 auto liability, \$1,000,000 employee crime, \$1,000,000 umbrella coverages and Worker's Compensation in statutory required amounts. ISS's evidence of insurance is attached.
4. ISS employees will be properly supervised and perform Services in a workmanlike manner in apparel suitable for the location and assigned task.
5. ISS will, at ISS's cost, correct all Services which do not comply with the appended Specifications and will re-execute the Services and correct any other work damaged by improperly performed Services. If ISS has been noticed of a failure to perform, provided a commercially reasonable opportunity to cure and failed to cure, Customer may terminate this Agreement immediately on written notice to ISS.
6. Changes in the Specifications are only valid when in writing signed by Customer and ISS. If any changes increase or decrease the cost of performing Services, an equitable adjustment in the Service fee will be negotiated.
7. Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its parent, affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent caused by the negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its directors, officers, employees, agents, or representatives is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.
8. ISS is an equal opportunity employer. ISS complies with all applicable laws and regulations related to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues. ISS is in compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA), as amended. OSHA Material Safety Data Sheets will be provided to Customer as required.

9. Except for insured claims being handled in the normal course and third party claims, ISS and Customer's liability one to the other will be limited in the aggregate to the annual amount paid by Customer to ISS for services. ISS Services are performed without warranties, express or implied.
10. ISS Service fee is subject to adjustment for increases in wages and associated payroll costs; payroll taxes; health/welfare payments, insurance rates or material costs, if any, as of the date incurred.
11. Customer will pay ISS within thirty (30) days of the ISS invoice date. Customer will pay applicable sales tax, if any. A late charge of 1½% imposed on all outstanding balances for more than thirty (30) days from ISS invoice date. All collections costs, including reasonable attorneys' fees and expenses, are for the account of the customer.
12. ISS and Customer are excused from performance to the extent and for the period that required performance is prevented, delayed or hindered by a force majeure occurrence.
13. All amendments to this Agreement must be in writing signed by Customer and ISS. This Agreement supersedes all terms of any Customer document.
14. Either party may terminate this Agreement with or without cause on 30 days prior written notice to the other party or immediately if the other party is subject to a bankruptcy filings. In the event of a bankruptcy by either party, and to the extent the automatic stay would apply, the party filing bankruptcy hereby consents to the other party having relief from the automatic stay to terminate this Agreement.
15. Either party may assign this Agreement upon written notice to the other party.
16. All notices will be sent by a recognized overnight courier service with subsequent tracking confirmation of delivery.
17. Disputes not amicably resolved before any legal proceedings are commenced must be submitted to mediation under the then-current mediation procedures used by JAMS. Each party will bear equally the costs of the mediation.
18. All appended Schedules executed by Customer and ISS are incorporated in this Agreement.
19. The signers are authorized to sign and enter into contracts on behalf of Customer and ISS.

CUSTOMER

ISS FACILITY SERVICES, INC.

HAYS COUNTY TEXAS

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Date

Date

Service Schedule

START DATE: TBD by customer & ISS Facility Services, Inc.

CUSTOMER NAME:

PROJECT OR LOCATION IDENTIFICATION:

[→ INSERT SERVICE LOCATION INCLUDING LOCATION ADDRESS INCLUDING CITY, STATE AND ZIP CODE ←]

SPECIFICATIONS: See attached

SERVICE FEE: See Price Quotation page(s) in this proposal

OTHER REQUIRMENTS, IF ANY:

ISS shall perform all work during the hours described except when prevented by strike, Act of God, or other circumstances beyond ISS's control. In addition, no service will be performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays falls on a Saturday, it will be observed the preceding day on Friday. If any of these holidays falls on a Sunday, it will be observed the following Monday. Service can be provided on any of these days, for an additional charge.

Customer Initials:	ISS Initials:
Date	Date