



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

| | | | |
|---------------------------------|------------------------------------|-------------------|--|
| Department of Transportation | 810 | Region 1 | referred to as STATE and the following: |
| Agency Name | Agency Code | Division | |
| CONTRACTOR | Executive Janitorial Services, Inc | | LEGAL STATUS OF CONTRACTOR |
| | Name | | <input type="checkbox"/> Sole Proprietor |
| 2114 South 100 East | Address | | <input type="checkbox"/> Non-Profit Corporation |
| | | | <input checked="" type="checkbox"/> For-Profit Corporation |
| Salt Lake City | Utah | 84106 | <input type="checkbox"/> Partnership |
| City | State | Zip Code | <input type="checkbox"/> Government Agency |
| Terry Ercanbrack | (801) 484-3961 | | |
| Contact Person | Phone Number | | |
| 870550928 | 37979B | 91039000000 | |
| Federal ID# | Vendor Number | Commodity Code(s) | |

2. GENERAL PURPOSE OF CONTRACT:

Provide janitorial Services for Region One Warehouse and 6 offices @ 495.00/mo. 1st yr, \$510.00/2 & 3 yr., \$520.00/mo 4th yr and \$525.00/mo 5th yr.
Extra work @\$11.00/hr Supervisor, Janitor @ \$9.00/hr. Carpet cleaning is not be part of this contract

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF4084
Requisition # RX# 810 4600000064 ,FY 04

4. CONTRACT PERIOD: Effective date 01/20/04 . Termination date 01/20/09 , unless terminated early

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of 30,720.00 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Special Terms & Conditions

ATTACHMENT D: Janitorial Inspection Report

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's response to Bid # RF 4084 dated 12/23/03

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

 Contractor's Signature
 TERRY ERCANBRACK
 Contractor's Name
 Owner
 Owner
 Title

STATE OF UTAH

 Director (Division of Purchasing)
 R.F. Miller
 Director, Division of Finance
 CONTRACT RECEIVED AND
 PROCESSED BY
 DIVISION OF FINANCE

The DOF will enter this contract on FI-NET prior to final review by Finance and Purchasing. While the review is pending a copy of this contract form with the number will be faxed to your agency

| | | | |
|------------------------------|------------------|----------------|------------------------|
| Marline Johnston | (801) - 965-4074 | (801)-965-4073 | Martyjohnston@utah.gov |
| Person to Receive Faxed Copy | Phone Number | Fax Number | E-mail |

JUN 17 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
 1. State Standard Terms and Conditions;
 2. State Special Terms and Conditions;
 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

Attachment B Scope of Work Region 1 Janitorial Services

Part I

1. General Requirements. Perform Janitorial Services for the Region 1 warehouse 6 offices at (3,371 sq. ft.) located at 169 North Wall Avenue, Ogden. This will be a five (5) year contract.

Part II

1. Daily Services - Five (5) nights per week Monday-Friday except UDOT holidays:

Empty all trash containers. Replace liners as needed. Clean areas around trash containers. Trash containers are to be wiped as needed.
All resilient flooring shall be dust mopped or swept and damp mopped daily.
Clean all ashtrays outside of all buildings entrance ways.
Vacuum Carpets, including runners. Return furniture to original positions.
Break room cleaned and sanitized by damp wiping the counters, refrigerator front, tables & chairs. Paper towels shall be replenished.
Carpets shall be spot cleaned as needed.
Spot clean vending machines.
Clean and sanitize water cooler trays and drinking fountains.
Restrooms shall be thoroughly cleaned and sanitized. This includes floors, sinks, urinals, commodes, showers, metal fixtures, partitions, walls, door handles and towel dispenser handles.
Restroom trash cans and waste containers shall be emptied, cleaned and new liners installed.
Hand towels, soaps, toilet tissue replaced to insure adequate supply until the next service.
Replace batteries for deodorizer and deodorizer fragrance as needed.

2. Weekly Services:

Dust all cleared desks, file cabinets, window sills, modular partitions, wall units, credenzas and ledges.
Mop boards and strips shall be cleaned.
Pictures on building walls shall be dusted.
Walls and door frames shall be spot cleaned as needed.
All resilient flooring shall be buffed 3 times weekly, (Tuesday, Thursday, Friday) and Re-coated, without yellowing, on a regular basis.

3. Monthly Services:

All ceramic flooring cleaned with appropriate tile cleaner.
All carpets shall be cleaned by extraction method.
Accessible light fixtures cleaned and reinstalled as needed.
Dust and clean all blinds.
Dust corners and edges monthly.
Dust chair rungs and creases of seats.
Damp wipe all vinyl chairs and couches.
Clean and vacuum all fabric chairs and couches.

- 4. Quarterly Services:**
Strip and re-wax resilient floors.

- 5. Supplies and Equipment**

All washroom and toilet supplies such as lamps, fluorescent tubes, paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed by the Contractor.

The Contractor shall communicate, as directed by the State Representative, when supplies are running low, and in adequate time to replenish them before they run out.

The Contractor shall provide all cleaners and chemicals and see that they are labeled properly.

The Contractor shall provide only commercial grade cleaning equipment. The Contractor shall provide the following equipment which shall remain on site for the length of the contract: buffer, vacuum along with nozzle, mop bucket, mop, mop handle, dust mop, dustpan, broom, duster, brushes, ladder and any other equipment required to do the work in an efficient and safe manner.

A complete complement of equipment shall be provided and stored in the building;

Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc. The Contractor shall repair or replace anything damaged by their operation at no expense to the State.

Part III Contractor Performance

1. The Contractor shall repair or replace anything damaged by their operation at no expense to the State. If there is any damage (i.e. Sheetrock corners, baseboards, and any other painted surface) the Contractor will have one week after written notice to repair and paint to match existing surface. If repairs are not made within one week of notice, the State will repair at own expense and deduct the cost from the next payment. All work shall be performed in a professional manner and be of first class quality.

All resilient floors shall be stripped and waxed using a polymer interlock wax and shall provide a complete strip, even seal, and re-wax with no wax buildup. The specific floor stripping procedures shall be prepared by the Contractor in accordance with the manufacturers recommendations.

All carpets shall be cleaned with an extraction method.

Damp Wiping shall be done in way that leaves a surface clean and free of streaks.

The Contractor shall provide sufficient workers to provide cleaning services specified.

2. Individuals performing the services for the Contractor must be given complete authority to work with the State Representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees.

3. Working Hours

Work hours are Monday thru Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative. A day porter may be used during business hours upon prior approval from the State Representative.

4. Security

The Contractor shall secure exterior doors and turn off interior lights each night after cleaning is complete.

Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions, or vandalism shall be reported to the State Representative.

5. Extra Work

Other services may be requested as necessary. The cost of these services shall be negotiated between the Contractor and the State Representative and billed separately from this contract. The base rate of this contract shall be minimum wage.

6. Inspection Reports

The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a monthly basis. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form attachment "D" has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.

7. Conduct that shall not be tolerated

Theft, abuse or misuse of supplies or equipment at any location in the building.

Verbal, physical or sexual abuse / harassment of any person - contractor personnel, State employee, or visitor.

Use of, or displaying the effect of the use of alcohol or drugs during at the work site.

Failure to follow specific security instructions.

Deliberate or habitual failure to follow safety instructions.

Allowing or bringing to the facility children, or other persons who are not employed by the Contractor during work hours described herein.

Smoking in buildings.

Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the work of others at the work site.

8. Providing Information to the State

A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days prior to beginning the work. Material Safety Data Sheets shall be available

on site for reference as necessary.

Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific buildings.

The schedule must be updated as it changes.

After contract award and notice to proceed and prior to beginning the work, the Contractor shall provide the State Representative with a list of names and telephone numbers of individuals who will be supervising the services described in this Request for Proposal. Temporary substitutions due to illness or emergency can be made without prior approval. The Contractor must immediately notify the State Representative of any changes to personnel and provide a new list of names and telephone numbers of those supervising the work.

9. Exclusions

Major cleaning of interior and exterior glass is excluded from this contract.

Carpet cleaning is excluded from this contract.

Attachment D

JANITORIAL INSPECTION REPORT

BUILDING: _____ DATE: _____ TIME: _____ OVERALL
RATING: _____ INSPECTOR: _____ RATINGS: (0) NOT
ACCEPTABLE (1) FAIR (2) GOOD (3) EXCELLENT RATING ITEMS INSPECTED

COMMENTS

A. ENTRANCES

- () 1. Inside/Outside Entry _____
- () 2. Concrete areas to all entryways _____
- () 3. Entry Glass _____
- () 4. Floor, Mats _____
- () 5. Walls/Doors _____
- () 6. Trash Containers, Ashtrays _____

B. HALLS, TRAFFIC AREA, STAIRWAYS, LANDINGS

- () 1. Floor-Tile, Carpet _____
- () 2. Drinking Fountains _____
- () 3. Trash Container _____
- () 4. Walls/Doors _____
- () 5. Windows, Frames _____

C. OFFICES, LOUNGES, CONFERENCE ROOMS, EMPLOYEES LUNCH ROOM,

- () 1. Carpet _____
- () 2. Tables, Chairs (re-set) _____
- () 3. Trash Containers _____
- () 4. Walls, Chalkboards _____

Janitorial Inspection Report

| RATING | ITEMS INSPECTED | COMMENTS |
|--------|-----------------|----------|
|--------|-----------------|----------|

D. RESTROOMS

- ()1. Floors, Drains _____
- ()2. Sinks, Fixtures, Mirrors _____
- ()3. Toilets, Urinals _____
- ()4. Dispensers _____
- ()5. Partitions, Walls _____
- ()6. Trash Containers _____

E. MISC. AND IRREGULAR CLEANING

- ()1.0 Ledges, Surfaces, Light Fixtures _____
- ()2. Door, Frames, Light Switches _____
- ()3. Spot Cleaning (carpet) _____
- ()4. Baseboards, Moldings, Corners _____
- ()5. General Dusting _____

F. EMPLOYEE PERFORMANCE

- ()1. Attendance (employee/supervisor) _____
- ()2. Attitude _____
- ()3. Appearance _____
- ()4. Safety Rules _____
- ()5. Care of Equipment and Storage _____

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE**

This is a Requirements Contract to provide the State with janitorial, for a period of five(5) year's

2. **CONTRACT ACCEPTANCE**

Upon determination of award if the Contractor fails to return three (3) copies of the resulting contract to the Utah Department of Transportation by the date required, the State reserves the right to not execute the contract and to obtain materials from the next lowest responsible bidder. When a bid bond was required as part of the bid process, failure to return copies of the contract as outlined above may result in forfeiture of the bid bond.

3. **CONTRACT INCLUSION**

The bid document its terms and conditions as well as any counter offers which are accepted/acceptable to the State. Shall be incorporated into any by reference become part of this contract as though set forth in full herein.

4. **QUANTITY OR AMOUNT ESTIMATES**

The State does not guarantee to purchase any service/amount under this contract. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service/amount.

5. **WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal state, and local laws and ordinance.

6. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

UTAH DEPARTMENT OF TRANSPORTATION
4501 South 2700 West
Box 141500
Salt Lake City, Utah 84119.

The State will remit payment by mail.

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

7. **NON-ASSIGNMENT**

The contractor shall not sublet, assign or transfer any part of this contract without prior written approval from Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior approval from the Procurement Manager/ Procurement Supervisor of the Utah Department of Transportation.

8. **NON-COMPETE CLAUSE**

The contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standards Terms and Conditions and will not provide 90 day prior notice the Contractor.

9. **PRICING**

The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

Any change request on prices must guarantee the price for the same length of time as indicated above and must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by the Procurement Manager of the Utah Department of Transportation.

10. **DELIVERY**

The shipping terms on this contract are F.O.B. destination.

Attachment B Scope of Work Region 1 Janitorial Services

Part I

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Clean all ashtrays outside of all buildings entrance ways.
Vacuum Carpets, including runners. Return furniture to original positions.
Break room cleaned and sanitized by damp wiping the counters, refrigerator front, tables & chairs. Paper towels shall be replenished.
Carpets shall be spot cleaned as needed.
Spot clean vending machines.
Clean and sanitize water cooler trays and drinking fountains.
Restrooms shall be thoroughly cleaned and sanitized. This includes floors, sinks, urinals, commodes, showers, metal fixtures, partitions, walls, door handles and towel dispenser handles.
Restroom trash cans and waste containers shall be emptied, cleaned and new liners installed.
Hand towels, soaps, toilet tissue replaced to insure adequate supply until the next service.
Replace batteries for deodorizer and deodorizer fragrance as needed.

2. Weekly Services:

Dust all cleared desks, file cabinets, window sills, modular partitions, wall units, credenzas and ledges.
Mop boards and strips shall be cleaned.
Pictures on building walls shall be dusted.
Walls and door frames shall be spot cleaned as needed.
All resilient flooring shall be buffed 3 times weekly, (Tuesday, Thursday, Friday) and Re-coated, without yellowing, on a regular basis.

3. Monthly Services:

All ceramic flooring cleaned with appropriate tile cleaner.
All carpets shall be cleaned by extraction method.
Accessible light fixtures cleaned and reinstalled as needed.
Dust and clean all blinds.
Dust corners and edges monthly.
Dust chair rungs and creases of seats.
Damp wipe all vinyl chairs and couches.
Clean and vacuum all fabric chairs and couches.

4. Quarterly Services:

Strip and re-wax resilient floors.

5. Supplies and Equipment

All washroom and toilet supplies such as lamps, fluorescent tubes, paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed by the Contractor.

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A complete complement of equipment shall be provided and stored in the building;

Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc. The Contractor shall repair or replace anything damaged by their operation at no expense to the State.

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Damp Wiping shall be done in way that leaves a surface clean and free of streaks.

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3. Working Hours

Work hours are Monday thru Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative. A day porter may be used during business hours upon prior approval from the State Representative.

4. Security

The Contractor shall secure exterior doors and turn off interior lights each night after cleaning is complete.

Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions, or vandalism shall be reported to the State Representative.

5. Extra Work

Other services may be requested as necessary. The cost of these services shall be negotiated between the Contractor and the State Representative and billed separately from this contract. The base rate of this contract shall be minimum wage.

6. Inspection Reports

The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a monthly basis. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form attachment "D" has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.

7. Conduct that shall not be tolerated

Theft, abuse or misuse of supplies or equipment at any location in the building.

Verbal, physical or sexual abuse / harassment of any person - contractor personnel, State employee, or visitor.

Use of, or displaying the effect of the use of alcohol or drugs during at the work site.

Failure to follow specific security instructions.

Deliberate or habitual failure to follow safety instructions.

Allowing or bringing to the facility children, or other persons who are not employed by the Contractor during work hours described herein.

Smoking in buildings.

Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the work of others at the work site.

8. Providing Information to the State

A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days prior to beginning the work. Material Safety Data Sheets shall be available

on site for reference as necessary.

Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific buildings.

The schedule must be updated as it changes.

After contract award and notice to proceed and prior to beginning the work, the Contractor shall provide the State Representative with a list of names and telephone numbers of individuals who will be supervising the services described in this Request for Proposal. Temporary substitutions due to illness or emergency can be made without prior approval. The Contractor must immediately notify the State Representative of any changes to personnel and provide a new list of names and telephone numbers of those supervising the work.

9. Exclusions

Major cleaning of interior and exterior glass is excluded from this contract.

Carpet cleaning is excluded from this contract.

Attachment D

JANITORIAL INSPECTION REPORT

BUILDING: _____ DATE: _____ TIME: _____ OVERALL
 RATING: _____ INSPECTOR: _____ RATINGS: (0) NOT
 ACCEPTABLE (1) FAIR (2) GOOD (3) EXCELLENT RATING ITEMS INSPECTED

COMMENTS

A. ENTRANCES

- () 1. Inside/Outside Entry _____
- () 2. Concrete areas to all entryways _____
- () 3. Entry Glass _____
- () 4. Floor, Mats _____
- () 5. Walls/Doors _____
- () 6. Trash Containers, Ashtrays _____

B. HALLS, TRAFFIC AREA, STAIRWAYS, LANDINGS

- () 1. Floor-Tile, Carpet _____
- () 2. Drinking Fountains _____
- () 3. Trash Container _____
- () 4. Walls/Doors _____
- () 5. Windows, Frames _____

C. OFFICES, LOUNGES, CONFERENCE ROOMS, EMPLOYEES LUNCH ROOM,

- () 1. Carpet _____
- () 2. Tables, Chairs (re-set) _____
- () 3. Trash Containers _____
- () 4. Walls, Chalkboards _____