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Contract #

056120

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department: PUBLIC SAFETY Agency Code: 180 Division: CDL OFFICE, referred to as (STATE), and the following CONTRACTOR:

THE WORK ACTIVITY CENTER

Name: 1275 WEST 2320 SOUTH Address: WEST VALLEY CITY UT 84119 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor Non-Profit Corporation For-Profit Corporation Partnership Government Agency

Contact Person E. KATHRYN MC CONAUGHY Phone #801 977-9779 Email debbie.rooks@workactivitycenter.org Federal Tax ID# 870255186 Vendor #13824H Commodity Code #91039000000

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: PROVIDE JANITORIAL SERVICES - SL COMMERCIAL DRIVERS LICENSE OFFICE: 1ST YEAR @ \$5796.00, 2ND YEAR @ \$5912.00, 3RD YEAR @ \$6030.00, 4TH YEAR @ \$6151.00 & 5TH YEAR @ \$6274.00 FOR A FIVE YEAR TOTAL \$30,163.00. 3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 180 51000000001, FY2004, Bid#RF5009 or a pre-approved sole source authorization (from the Division of Purchasing) #: SS. 4. CONTRACT PERIOD: Effective date: 08/10/04 Termination date: 08/10/09 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): NO RENEWALS 5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$30,163.00 for costs authorized by this contract. Additional information regarding costs: 6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions ATTACHMENT B: Scope of Work ATTACHMENT C: 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 #RF5009 dated 07/27/04.

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

CONTRACTOR

STATE

Contractor's signature: Deborah Rooks Date: 8/25/04

Agency's signature: [Signature] Date: [Blank]

Type or Print Name and Title: Deborah Rooks Day Coordinator

Director, Division of Purchasing Date: 10-1-04

Director, Division of Finance

Agency Contact Person Telephone Number Fax Number Email

(Revision 09/30/2003)

PURCHASING COPY

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

Five-year contract for Janitorial Services.

Area to be serviced:

Department of Public Safety
Salt Lake Commercial Driver License Office
3495 South 300 West
Salt Lake City, UT 84115

1) Security

- i) Each work person shall be uniformed in a common uniform representing and identifying the Contractor. Work persons and supervisors shall at all times wear this identifying uniform on the premises.
- ii) The Division shall require that all work persons receive security clearance through building security. It is the responsibility of the Contractor to provide employees who will pass such a security clearance. Must be 18 years or older.
- iii) There will be no visitors (friends, children, etc.) of work persons allowed on the premises during working hours.

2) Safety

- i) The Contractor shall make every effort to protect and keep safe anyone in the facility while janitorial services are being performed.
- ii) The contractor shall provide and use safety barriers, signs, etc., when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard all passersby.
- iii) The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards.
- iv) The Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use said equipment.

- v) The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 DFR 1910.1030 Bloodborne Pathogens Standard.
- vi) Building keys shall be picked up at the beginning of each shift and upon completion of each days work returned to the Office Manager. All key replacements, for broken, lost or stolen keys, shall be charged to the Contractor. Cost to re-key building, including new biting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property that is stolen during the time period it takes to re-key the building.

3) Supplies

- i) All chemicals used will be properly labeled by the Contractor and shall be approved in writing by the Division. The Division shall submit a list of all chemicals to be used in writing for approval at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. These sheets are to be in a log in each area chemicals are stored.
- ii) All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, light bulbs, shall be supplied by the Division and installed by the Contractor.
- iii) The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of these supplies.

4) Employee Performance

- i) Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:
- ii) Theft, abuse or misuse of supplies or equipment at any location in the facility;
- iii) Verbal or physical abuse of any person, either employee, visitor or otherwise;
- iv) Use of, or displaying the effect of alcohol or drugs during work hours;
- v) Failure to follow specific security instructions;
- vi) Deliberate or habitual failure to follow safety instructions;
- vii) Consistent failure to wear the proper and designated work uniform in a clean, well-maintained condition;
- viii) All "*No Smoking*" ordinances, rules and policies shall be strictly observed in the facility included as a part of this janitorial contract.

5) Equipment

- i) The Contractor shall supply all high-grade equipment used. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used.
- ii) Equipment shall be kept in good repair. Equipment which is in such a 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 cords, housing cover, etc.

6) Extra

- i) Other services may be requested as necessary. The cost of all extra services shall be negotiated between parties, unless stipulated in the proposal. The cost of labor shall be based per hour or cost as established by this contract, unless otherwise agreed to.
Federal minimum wage regulations apply.

7) Special Work Required

- i) The Contractor shall coordinate with the Division's representative so as to perform all work under this contract without disrupting any special function scheduled in offices or committee rooms.

8) Work Required

- i) **CLEANING SCHEDULE:** Schedules or calendars of all periodic work shall be turned into the Office Manager weekly (or updated weekly).
- ii) A summary or procedure for carpet care, products; cleaning process used for tile floors; woodwork, etc.; wooden tops of partitions; products contractor will use as strippers and waxes; will be required at time of bid.

iii) GENERAL OFFICE MAINTENANCE	FREQUENCY
(a) Dust all flat surfaces, clearing cobwebs, etc.	Daily
Dust high and low areas (pictures, clocks, etc.)	Monthly
(b) Wash all counter tops and fronts (especially in public areas on the southwest side)	Daily
(c) Sweep and mop all hard surfaces	Daily
(d) Spot clean all wall, light switches and doors	Daily
(e) Vacuum all carpet areas	Daily
(f) Clean door glass (inside and out)	Daily
(g) Shake all mats	Daily
(h) Sweep front entrance (outside)	Daily
(i) Empty all waste receptacles and replace liners	Daily

Empty

- | | |
|--|-----------|
| (j) Clean and polish drinking fountains | Daily |
| (k) Sweep and mop restroom floors | Daily |
| (l) Clean and disinfect toilets & urinals | Daily |
| (m) Clean and polish sinks and chrome | Daily |
| (n) Refill soap, towel, and toilet paper dispensers | Daily |
| (o) Wash walls around dispensers, toilets | Daily |
| (p) Furnish and stock feminine hygiene products in
Dispensers located in women's restrooms | As Needed |
| (q) Replace light bulbs as they burn out | Daily |
| (r) Clean all areas and surfaces which show finger-
marks, spills, smudges, dirt, or grime from daily
traffic | Daily |
| (s) Total dusting (window blinds, lights, ceilings,
walls, corners, edges, etc.) | Weekly |
| (t) Clean all corners, ledges, and edges (arid floors
and carpets) | Weekly |
| (u) Buff all hard surfaces | Weekly |
| (v) Clean under all Herman Miller units with vacuum
attachment | Weekly |
| (w) Wash all windows (inside and out) | Monthly |
| (x) Wash waste paper cans | Monthly |
| (y) Wash off vinyl furniture and vacuum fabric chairs | Monthly |
| (z) Care for any item which:
1. Produces an unpleasant smell
2. Presents a hazard to the public or the employees | |

iv) SPECIAL INSTRUCTIONS

- (a) Tank vacuums will be used on chairs, cloth walls and detail vacuuming.
Vacuums with brushes should be avoided on cloth type upholstery/walls.
- (b) All chemicals will be OSHA approved and water based.
- (c) No solvents, abrasive sponges or tools of such type will be used.
- (d) Contractor will supply a list of major products used and will be submitted prior to commencement of cleaning.

v) ADDITIONAL SERVICES

(1) The following items will only be done at the request and written approval of the Office Supervisor.

- (a) Shampoo Carpets
- (b) Strip and wax floors
- (c) Wash walls

NOTE: Carpet shampooing, stripping, waxing, and wall washing are additional costs and MUST be identified by a cost per square foot.

ALL ADDITIONAL CLEANING COSTS THAT ARE NOT A PART OF THE STANDARD MONTHLY COST MUST BE SUPPORTED BY WRITTEN APPROVAL FROM THE OFFICE SUPERVISOR AND MUST ACCOMPANY THE INVOICE IN ORDER TO BE REIMBURSED.

9) SCHEDULE OF PERFORMANCE

This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall be the minimum acceptable performance. Tasks have been defined to allow more efficient inspection of task performance. The Contract shall provide a detailed schedule of the task or area to be serviced on a given date. Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be specified in writing.

COST PRICE SHEET

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

1 st Contract Year	<u>\$5,796.00</u>
2 nd Contract Year	<u>\$5,912.00</u>
3 rd Contract Year	<u>\$6,030.00</u>
4 th Contract Year	<u>\$6,151.00</u>
6 th Contract Year	<u>\$6,274.00</u>
Total Cost for 5years	<u>\$30,163.00</u>

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Office Manager within five (5) days following each periods completed work, along with the timesheets for that period.

A complete breakdown of all costs for labor (by classification, hourly wage), equipment, overhead, profit, other, etc. for each year IS REQUIRED.

	Year 1	Year 2	Year 3	Year 4	Year 5
Wages	\$5,017	\$5,219	\$5,219	\$5,324	\$5,430
Equipment & Supplies	\$700	\$714	\$728	\$743	\$758
Overhead & Profit	\$79	\$81	\$82	\$84	\$86
TOTAL	\$5,796	\$5,912	\$6,030	\$6,151	\$6,274

CONTRACT LABOR

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

Building Supervisor	\$15.25	Lead Person	\$8.75
Janitor	\$6.90		

For contract information, please contact Vinn Roos, Driver License Administration at 801-965-4456.