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UTAH DEPARTMENT OF CORRECTIONS

09-12-06 RCVD
076087

CONTRACT # _____

UDC FILE # 06-022-AS

1. CONTRACTING PARTIES: This contract is between the Utah Department of Corrections (hereafter, "UDC"), 14717 S. Minuteman Drive, Draper, Utah 84020, and RennuB Services, LLC

NAME: RennuB Services, LLC
ADDRESS: 1765 N. Washington Blvd
North Ogden, UT 84414
84414

TELEPHONE: (801) 627-2212
CONTACT: Tracy Bunner

EMAIL: rennubservicesllc@yahoo.com

LEGAL STATUS OF CONTRACTOR
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[ ] For-Profit Corporation
[X] Partnership
[ ] Government Agency

Hereafter referred to as "CONTRACTOR."

UDC ACCOUNTING INFORMATION: Fund 1000 Agency 410 Low Org 1413
Approp. Unit MAB No. Acct # 6142 Utah Vendor #121715A
Commodity Code # 91039 Federal Tax ID# 20-3176148

2. GENERAL PURPOSE OF CONTRACT: To provide janitorial services for the Utah Department of Corrections Administration Building, located at 14717 S. Minuteman Drive, Draper, UT 84020.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Requisition # 410 71000000001 FY 2007, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective Date: 10/01/2006 Termination Date: 09/30/2011, unless terminated early or extended in accordance with the terms and conditions of this contract.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $203,787.00 for costs authorized by this contract.

6. ATTACHMENT A: Utah Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Utah Department of Corrections' Standard Terms and Conditions
ATTACHMENT C: Scope of Work
Any conflict 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 Requisition # 410 71000000001, dated: August 4, 2006.

Contract # _____

UDC File # _____

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

CONTRACTOR

Tracy Bunner 9/8/06
Contractor (name) / Date

STATE OF UTAH

9/6/06
Name, Director / Date
Division of ADMIN SVCS

APPROVING AUTHORITIES

Edward Kingsford 9/5/06
UDC Administrative Services / Date

9/25 SEP 25 2006
Utah Division of Purchasing / Date

9/6/06
UDC Bureau of Financial Services / Date

_____
Utah Division of Finance / Date

ATTACHMENT A: STATE OF UTAH 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**: The Contractor and any and all supplies, services, equipment, and construction furnished under this contract 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. **EMPOYMENT PRACTICES 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. Automatic renewals will not apply to this 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**: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices 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 (major credit 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 (63-56-1002, 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. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.

26. **ENTIRE AGREEMENT**: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or terms of documents have been signed or initialed by a representative of the State. The parties agree that the this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Feb 2006)

(End of Attachment A)

ATTACHMENT B

UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. **ASSIGNMENT AND DELEGATION**: Neither party shall assign any right or delegate any duty under this contract without the express written and signed consent of the other party.

2. **ATTORNEY'S FEES**: If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.

3. **CONTRACT FORMATION**: No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services, the UDC Bureau of Financial Services, and the State of Utah's Divisions of Purchasing and Finance.

4. **CONTRACTOR ACCESS TO UDC FACILITIES**: UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its subCONTRACTORs (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on property.

5. **CRIMINAL CONVICTION INFORMATION**: Upon written request by UDC, CONTRACTOR shall provide (at its own expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its subCONTRACTORs (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by UDC.

6. **FORMER FELONS**: CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its subCONTRACTORs (if any)--who

have been convicted of a felony to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred.

7. **INTEGRATION**: The parties declare this contract to be the final and complete expression of their agreement, and it shall not be contradicted, supplemented, or varied by any prior or contemporaneous oral or written agreements, representations, or understandings. **No modifications of this agreement will be binding on either party, unless made in writing and signed by persons authorized to sign agreements on behalf of the CONTRACTOR and UDC.**

8. **NON-APPROPRIATION OF FUNDS**: UDC continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available. If funds are not made available for the next fiscal years, this contract will automatically terminate at the end of the current fiscal year.

9. **OCCUPATIONAL SAFETY AND HEALTH**: (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.

10. **PARAGRAPH AND SECTION HEADINGS**: Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.

11. **PUBLIC ACCESS TO CONTRACT INFORMATION**: This contract is a public document, and both CONTRACTOR and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.

12. **MONITORING AND REVIEW OF CONTRACT/AGREEMENT**: UDC, either itself or through a designated third-party, will monitor and review CONTRACTOR's delivery of services and compliance with the contract/agreement. Monitoring shall include, but not be limited to, verification that specified duties are being properly performed, that appropriate documentation exists, that charges submitted are properly substantiated, and that payments are made in accordance with agreement costs. Monitoring of CONTRACTOR's records related to this contract/agreement may be performed with or without prior notification by UDC or it's designee.

13. **IMMUNITY ACT**: No Provision of this contract shall be construed to bring contractors or their agents, employees, or subcontractors (if any) within the coverage of the Utah Governmental Immunity Act, Utah Code Ann. § 63-30-1 et seq., as amended.

14. **WORKERS' COMPENSATION**: CONTRACTOR shall be responsible to provide Workers' Compensation Insurance for itself and its agents and/or employees or the agents and employees of its subcontractor. Contractor will defend, indemnify, and hold UDC harmless from any claim or liability arising out of CONTRACTOR'S or its agents' and/or employees' workers' compensation claims or its subCONTRACTOR'S employees' and/or agents' worker's compensation claims.

15. **CONTRACTOR AN INDEPENDENT CONTRACTOR**: CONTRACTOR acknowledges and agrees that it is providing its services and the services performed by its employees and/or agents as an independent contractor and not as an employee of UDC or the State of Utah. CONTRACTOR acknowledges and agrees that it is not entitled to any benefits, wages, or rights to which employees of UDC are entitled, including but not limited to retirement, medical/dental, leave, and overtime benefits. As an independent contractor, CONTRACTOR is solely responsible to pay appropriate federal and state taxes, FICA and FUTA on payments received by it and its employees and/or

agents. CONTRACTOR agrees to indemnify UDC for all losses arising out of CONTRACTOR'S or subCONTRACTORS' tax liabilities, including any and all penalties, assessments, and/or claims against UDC.

16. **WAIVER OF CLAIMS**: CONTRACTOR and/or his agents/employees expressly and knowingly waive(s) any claim to wages, employment benefits and/or rights entitled to employees of UDC. By waiving its claims, CONTRACTOR agrees that neither it nor its employees/agents will file claims for wages and/or employment benefits entitled to employees of UDC, including but not limited to claims arising under the Federal Labor and Standards Act (FLSA) and/or State employment laws. CONTRACTOR agrees to indemnify, defend, and hold the UDC harmless against claims for employee wages, benefits, and/or rights otherwise entitled to employees of UDC.

Revision 4-12-05

----------END OF ATTACHMENT B----------

ATTACHMENT C
SCOPE OF WORK

SPECIFICATION MANUAL

for

JANITORIAL SERVICE

for

UTAH DEPARTMENT OF CORRECTIONS
ADMINISTRATION BUILDING
14717 South Minuteman Drive
Draper, Utah 84020

JANITORIAL PRICE QUOTE SCHEDULE
UTAH DEPARTMENT OF CORRECTIONS

Building: Administration Building
14717 South Minuteman Drive
Draper, UT 84020

1. CONTRACT PERIOD

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

Year One (1) $ 40,020.00	Year Two (2) $ 40,020.00
Year Three (3) $ 40,020.00	Year Four (4) $ 41,220.00
Year Five (5) $ 42,457.00	

Total Cost for 5 Years: $**203,737.00**

Payments shall be made in semi-monthly installments. Contractor's billing shall be submitted to the Department of Corrections, Facilities Bureau, within five (5) working days following each pay-period in which work was completed. Please attach a complete breakdown of all costs for labor, equipment, overhead, profit, other, etc., for each of the above quoted prices.

2. CONTRACT LABOR

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

Janitor rate per hour $ $15.00 Other $ $75.00

3. EXTRA WORK

For unscheduled emergency or additional services not included in the contract price, total set price (including all labor, equipment, and supply costs) will be as follows:

Additional Carpet/Rub Extraction	$ .12 per sq. ft.
Strip & Wax Floors	$ .26 per sq. ft.
Scrub & Wax Floors	$ .21 per sq. ft.

4. MODIFICATION FACTOR

This building is to be priced and bid as it exists in structure and occupancy. If substantial alterations are made or occupancy significantly changes due to construction projects, the change will be evaluated and any justifiable modifications will be mutually approved by both parties, and documented by a formal amendment to the contract.

SPECIFICATION FOR JANITORIAL SERVICE
UTAH DEPARTMENT OF CORRECTIONS

This specification details the requirements to be followed in providing janitorial services as itemized below. Failure to fully comply to **all** the following specifications may be basis for the automatic rejection and disqualification of the entire proposal. The building for which services shall be provided is:

Utah Department of Corrections
Administration Building
14747 South Minuteman Drive
Draper, UT 84020

The total square footage of the space to be cleaned is 61,080.

These specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to, in writing, by the State of Utah, Department of Corrections, Facilities Bureau, hereinafter referred to as Facilities Bureau.

SPECIFIC REQUIREMENTS

1. **EXEMPT AREAS:** Areas specifically exempt from cleaning that are not included in the listed square footage figures:

2. **SECURITY:**

   A. The Department of Corrections shall require any person working in the facility to receive a security clearance through the Facilities Bureau office. It is the responsibility of the Contractor to provide employees who will pass a security background and citizenship check. For purposes of conducting a background check, the Contractor will provide a driver license number, social security number, and date of birth of each potential employee who will work on the site.

   B. Employees shall not be allowed to have visitors (friends, children, etc.) on the premises during working hours. The Contractor shall make all necessary provisions to prevent unauthorized access to the building and office space.

   C. Keys or security cards issued to the Contractor's employees shall be controlled by the Department of Corrections. Contractor's employees shall not loan or pass security cards onto another worker or person for any reason. If employee is found with the wrong ID during a security check, the badge will be confiscated and employee will be banned from UDC property. No unauthorized duplicate keys shall be made.

   D. An employee roster shall be provided to the Department of Corrections, Facilities Bureau, by the Contractor and updated as necessary.

3. SAFETY:

A. The Contractor shall make every effort to protect and keep safe anyone in the building/office space while janitorial services are being performed.

B. 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 hazards all persons who may pass by.

C. The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to make certain that all equipment is operated safely and according to current OSHA standards.

D. The Contractor shall be responsible for the safe operation of all equipment and chemicals and shall properly train all employees in the safe operation of all equipment and chemicals before allowing them to use said items.

4. SUPPLIES:

A. All chemicals will be properly labeled by the Contractor and shall be approved in writing by the Department of Corrections, Facilities Bureau. A list of all chemicals to be used shall be submitted in writing for approval by the Department of Corrections, Facilities Bureau, at least fifteen (15) days before beginning the work. All chemicals used must have a Materials Safety Date Sheet (MSDS) attached. The contractor shall maintain a book containing all MSDS sheets in the 4th floor janitorial room.

B. Restroom and workroom supplies to include: paper hand towels, hand soap, toilet tissue, toilet seat protection sheets, waste can liners, and garbage bags will be supplied by the Department of Corrections, Facilities Bureau. The Contractor's employees will be responsible for refilling all paper hand towel dispensers and soap dispensers located in restrooms and workrooms, and toilet tissue dispensers and toilet seat protection sheets located in restrooms. Contractor's employees shall notify Facilities Bureau when supplies need to be reordered.

C. All chemical cleaning supplies such as, but not limited to, glass cleaner, furniture cleaner, floor cleaner, toilet bowl cleaner, carpet shampoo, etc., will be supplied by the Contractor.

5. EMPLOYEE PERFORMANCE:

A. Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly, such as, but not limited to:

1. theft, abuse or misuse of supplies or equipment;
2. verbal or physical abuse of any person, either employee, visitor, or otherwise;
3. use of or displaying the effect of alcohol or drugs during work hours;
4. failure to follow specific instructions;

5. deliberate or habitual failure to wear proper and designated work uniform in a clean, well-maintained condition;
6. deliberate or habitual failure to follow safety instructions;
7. all "No Smoking" ordinances, rules and policies shall be strictly observed in the facility and is included as a part of this janitorial contract;
8. NO SMOKING INSIDE OF STATE OCCUPIED SPACE.

6. EQUIPMENT:

A. All high grade or quality equipment shall be supplied and used by the Contractor. Only commercial vacuums, cleaners, and buffers which thoroughly clean, polish, and buff shall be used.

B. 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 protectors, cords, housing covers, etc.

7. EXTRA: Other services may be requested as necessary. The cost of all extra services shall be negotiated between the parties, unless stipulated in the proposal. The cost of labor shall be based on the per hour cost established for the contract, unless otherwise agreed to. The base rate for this contract is minimum wage.

8. SPECIAL WORK REQUIRED:

A. The Contractor shall coordinate with the Department of Corrections, Facilities Bureau representative so as to perform all work under this contract without disrupting any special function scheduled in the office of classrooms.

B. As part of this contract, the Contractor shall provide cleanup services after any function scheduled, including cleaning up of debris, spot cleaning floor, spilled drink cleanup, putting away any equipment used for the function and vacuum the floor in that area. These services shall be provided prior to 7:00 a.m. the following day. These services shall be performed after the scheduled function, in lieu of providing full cleaning in the area before the function. Spot cleaning shall still be required before the function, as directed by the Department of Corrections, Facilities Bureau representative.

C. The suite occupied by the Investigations Bureau shall be cleaned once weekly, during business hours. A regular schedule of cleaning will be established by mutual agreement between the Contractor and the Department of Corrections, Facilities Bureau representative.

9. WORK PERFORMED:

A. The Contractor shall provide sufficient workers to perform the work. With the exception of the suite occupied by the Investigations Bureau, building cleaning will be performed after normal working hours (between 6:00 p.m. and 7:00 a.m.), or on weekends.

B. All resilient floors shall be stripped and waxed monthly using a polymer interlock wax. The specific floor stripping procedure, intended to provide a complete strip, even seal and re-wax with no wax build-up, shall be done by the successful contractor.

C. All carpet, especially in traffic areas, shall be spot cleaned daily. Carpeting in high traffic areas shall be cleaned using the manufacturer recommended method of cleaning as needed or upon request. Carpeting shall be cleaned throughout the building at least twice each calendar year. Contracted carpet cleaning shall be coordinated between janitorial contractor and carpet cleaning sub-contractor using the manufacturer recommended cleaning process and products.

10. **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. The days of performance of non-daily tasks have been defined to follow more efficient inspection of task performance. The Contractor shall provide a detailed schedule of the tasks 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 Department of Corrections, Facilities Bureau representative, and shall be specified in writing.

A. DAILY DUTIES:

Empty all trash containers;
Remove all trash from the building, placing the debris in the provided dumpster;
Vacuum hallways, reception/secretarial and waiting areas;
Re-set chairs to standard positions in waiting areas, conference rooms, and break rooms;
Spot clean all carpet;
Dust and clean all office furniture, conference, break room, and workroom tables, and countertops in reception areas, break rooms, and workrooms;
Wet mop break room and restroom floors, and keep sealed, polished, or waxed as needed;
Clean and sanitize all restrooms, replace towels, toilet tissue, and soap as needed;
Clean glass doors and windows in the main reception area;
Clean all surfaces in break rooms and workrooms, including sinks;
Clean smudges and fingerprints from all exterior doors;
Keep area around trash dumpster clean;
Vacuum elevator floor, and wipe wall surfaces;
Turn off all lights;
Ensure all exterior doors are closed and latched when leaving.

B. WEEKLY DUTIES (performed on weekends):

Vacuum all offices, including under desks and furniture;
Spot clean offices and hallways;
Clean around light switches;
Clean doors and doorframes;
Clean front and rear stairwells and landings, including washing handrails.
Sweep walkway from front entrance to where walk ends at parking lot (between flag poles)
Dust furniture;

Dust and clean windowsills;
Dust and clean mopboards;
Clean all janitorial equipment and janitor closing, including floor sink;
Clean and sanitize drinking fountains;
Clean outside of refrigerators and microwaves in break rooms.

C. MONTHLY DUTIES (first weekend of each month):
Damp wipe all vinyl chairs and couches in offices, classrooms, and waiting area;
Dust all surface areas as necessary, clearing cobwebs, etc.

D. SEMI-ANNUAL DUTIES:
Clean all window blinds – April and November;
Clean all exterior and interior windows – April and November; proper safety equipment shall be worn by contractor's employees during all phases of window cleaning; use of a man-lift will be required for cleaning exterior windows, as no ropes or lines may be hung from the roof ledge.
Clean carpet in entire building, using manufacturer recommended cleaning method.

E. ANNUAL DUTIES:
Clean all light fixtures and lenses;

CLAIM OF PRIVELEDGES OR BENEFITS:

Contractor, Sub-contractors and employees have no rights or claim to benefits as offered to State Employees or organizations by the terms of this or any other contract with the Department of Corrections. Claims to wages, salary, medical or any other State extended benefits are excluded from all contractors, sub-contractor, employees or agents involved with this contract.

FAILURE TO PERFORM DUTIES AS SCHEDULED COULD RESULT IN EARLY TERMINATION OF THIS CONTRACT.