

CONTRACT

200625001
Department Log Number

State Contract Number

PURCHASING
COPY

1. CONTRACT NAME:
The name of this Contract is FDP - Southwest Cleaning.
2. CONTRACTING PARTIES:
This Contract is between the Utah Department of Health (DEPARTMENT), and Southwest Cleaning (CONTRACTOR).
3. CONTRACT PERIOD:
The service period of this Contract will be September 01, 2006 through August 31, 2009, unless terminated or extended by agreement in accordance with the terms and conditions of this Contract. This Contract may be extended annually 2 times, at the option of the DEPARTMENT, by means of an amendment to this Contract. Such extension must be in writing.
4. CONTRACT AMOUNT:
The CONTRACTOR will be paid up to a maximum amount of \$ 15,645.00 in accordance with the provisions in this Contract. This Contract is funded with 0 % Federal funds and with 100 % State funds.

5. CONTRACT INQUIRIES:
Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR	DEPARTMENT
Contact Person: <u>Katrina Seger</u>	Program: <u>Family Dental Plan</u>
Business Address: <u>2529 S Harvest Lane</u>	Contact Person: <u>Bruce Murray</u>
<u>Washington, UT 84780</u>	Phone Number: <u>(801) 538-7017</u>
Phone Number: <u>(435) 313-6065</u>	

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Utah Department of Health Standard Terms and Conditions Attachment B: Special Provisions

7. PROVISIONS INCORPORATED INTO THIS CONTRACT BY REFERENCE, BUT NOT ATTACHED HERETO:
 - A. All other governmental laws, rules, regulations, or actions applicable to services provided herein.
 - B. If the CONTRACTOR has provided the DEPARTMENT with Assurances, then the DEPARTMENT is entering into this agreement based upon the Assurances provided by the CONTRACTOR and the Assurances are incorporated by reference.
8. If the CONTRACTOR is not a local public procurement unit as defined by the Utah Procurement Code (UCA § 63-56-5), this Contract must be signed by a representative of the State Division of Finance and the State Division of Purchasing to bind the State and the DEPARTMENT to this Contract.
9. This Contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supercede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties sign this Contract.

CONTRACTOR: Southwest Cleaning

UTAH DEPARTMENT OF HEALTH

By: Katrina Seger 9-20-06
Signature of Authorized Individual Date

By: Shari Watkins 10/5/06
Shari A. Watkins, C.P.A. Date
Director

Print Name: Katrina Seger

Office of Fiscal Operations

Title: Owner

State Finance: _____ Date _____

J. J. Bole 10/19/06
State Purchasing: _____ Date _____

PURCHASING COP (1)

H0625001
Department Log Number

CONTRACT

State 076103
Contract # _____
Assigned by the Division of Finance

UTAH DEPARTMENT OF HEALTH CONTRACT COVER SHEET

This contract is entered into as a result of: (Complete all lines that apply)
 The procurement process on bid # TO7021
 The procurement process on requisition # _____
 Pre-approved sole source (approval attached)
 Agency grant, land purchases, DAS-Purchasing delegation
 Contract with other state agency or political subdivision
 Under \$5,000 (total amount per fiscal year)
 Agency exemption from DAS-purchasing approval

- Agency Name UTAH DEPARTMENT OF HEALTH Agency Code 270
- General Purpose of Contract: To provide Janitorial Services for Family Dental Plan Clinics in St George.
- Name of Contract: FDP - Southwest Cleaning
- Contractor Name: Southwest Cleaning
- Contract Period: Effective date 09/01/06 Termination date 8/31/09
(mm/dd/yy) (mm/dd/yy)
- Authorized Amount: \$15,645.00
- Vendor # _____
- Commodity Code(s) 91039

In the event that any questions or problems arise with this Contract, please call the contact named below:

<u>Bureau of Financial Audit</u>	<u>HealthContracts@utah.gov</u>	<u>538-6649</u>
Contact	E-mail Address	Phone number

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

CONTRACTOR/GRANTEE ASSURANCES MADE TO THE UTAH DEPARTMENT OF HEALTH

The assurances given below are material representations of fact upon which reliance is placed in entering into Contracts or Grants with the Utah Department of Health. As the duly authorized representative of the proposed Contractor or Grantee, I certify that the legal business name and form of the proposed Contractor or Grantee is as follows (check all that apply):

Business Name: Southwest Cleaning
 Address: 2529 S. Harvest Ln.
Washington, UT 84780
 Phone Number: 485-313-6065

- Local Public Procurement Unit under the Utah Procurement Code (UCA § 63-56-5)
- College or University Indian Tribal Government Other Governmental Entity (describe):
- Sole Proprietor/Individual Professional Corporation
- For-profit Corporation Non-profit Corporation (I.R.C. § 501(c)(3))
- Partnership Limited Partnership
- Limited Liability Company Association/Consortium (describe):

I certify that the proposed Contractor or Grantee:

1. has a federal tax identification number of 08-0572141 or a social security number of _____.
That Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, has been completed and is attached to this document. Electronic copy of this document is available at the following web address: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
2. has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in the Contract(s) or Grant(s) with the Utah Department of Health and has in place the fiscal control and accounting procedures sufficient to meet the financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management requirements of the federal OMB Common Rule § 20(b)(1) through (7), or federal OMB Circular A-110, Attachment F - Standards for Financial Management Systems as cited in Table 1 depending upon the appropriate business form of the Contractor or Grantee.
3. shall comply with all applicable federal and State of Utah regulations concerning cost principles, audit requirements, and grant administration requirements, cited in Table 1, a copy of which has been provided to the proposed Contractor or Grantee and by signing this document the proposed Contractor or Grantee acknowledges receipt of these documents.

Table 1

Federal and State Principles and Requirements				
Proposed Contractor or Grantee	Cost Principles	Federal Audit Requirements	State Audit Requirements	Grant Admin. Requirements
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87	OMB Circular A-133	SLCAG	OMB Common Rule
Hospitals	45 CFR 74, App. E	OMB Circular A-133	SLCAG	OMB Common Rule or Circular A-110
College or University	OMB Circular A-21	OMB Circular A-133	SLCAG	OMB Circular A-110
Non-Profit Organization	OMB Circular A-122	OMB Circular A-133	SLCAG	OMB Circular A-110
For Profit Organization	48 CFR 31	n/a	n/a	OMB Circular A-110

a. Unless specifically exempted in the Contract's or Grant's special provisions, the proposed Contractor or Grantee must comply with applicable federal cost principles and grant administration requirements if state funds are received. If a Contract or Grant is awarded, the Contractor or Grantee shall also provide the Department with a copy of all reports required by the State Legal Compliance Audit Guide (SLCAG) as defined in Chapter 2, Title 51, UCA. A

Contractor or Grantee who receives \$100,000 or more in a year from federal, state, or local government sources may be subject to federal and State of Utah audit requirements. Copies of required audit reports shall be sent to the Utah Department of Health, Bureau of Financial Audit, Box 144002, Salt Lake City, Utah 84114-4002.

b. Federal audit requirements demand that organizations that expend \$500,000 or more in a year in federal financial assistance shall have a single or program specific audit conducted for that year. SLCAG requires the filing of financial reports with the State Auditor by all counties, cities, towns, school districts, and non-profit corporations that receive at least 50 percent of its funds from federal, state, or local government entities. The Contractor or Grantee will assure compliance with these requirements and will initiate the process by providing the following data:

1. Contractor's or Grantee's accounting year:

From _____ To _____

2. Funding projected from Federal, State, or Local governments:

Amount \$ _____ Percent of Total Revenues _____%

3. Single Audit:

Performed last year Yes No

Required for current year Yes No

4. Contractor's or Grantee's representative for financial matters:

Name _____

Title _____ Phone No. _____

4. _____ has established safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

5. _____ shall comply with all applicable requirements of all other laws, executive orders, regulations and policies governing this program.

6. _____ to the best knowledge and belief of the proposed Contractor or Grantee and its principals, the proposed Contractor or Grantee and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any Federal Department or Agency (<http://epls.gov>);

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 6(b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default;

By submitting this proposal, the proposed Contractor or Grantee agrees to include without modification the clauses contained in paragraph 6(a) through (d) with subgrantees or contractors, in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the proposed Contractor or Grantee not be able to provide this certification, an explanation, signed by the proposed Contractor or Grantee as to why certification cannot be provided, should be attached to this document.

7. _____ is in compliance with government-wide guidance on lobbying restrictions (31 U.S.C. § 1352) and that:

a. _____ no federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. _____ if any funds other than federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the Contractor or Grantee shall complete and submit Federal Standard Form LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.

- 8. has disclosed all public officers or employees who are related parties to the proposed Contractor or Grantee. As used in this paragraph, "related parties" means any person related to the proposed Contractor or Grantee by blood, marriage, partnership, common directors or officers, or 10% or greater direct or indirect ownership in a common entity. (Disclosure is to be made by attaching a separate sheet to this document listing all public officers and employees who are related parties to the proposed Contractor or Grantee.)
- 9. has complied with the Public Officers' and Employees' Ethics Act, § 67-16-10, UCA, which prohibits actions that may create or that are actual or potential conflicts of interest. It also provides that "no person shall induce or seek to induce any public officer or public employee to violate any of the provisions of this act."

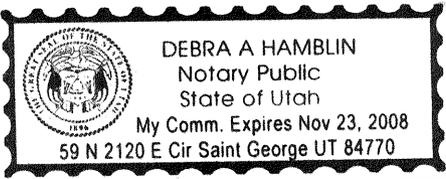
AUTHORIZED AGENT OF PROPOSED CONTRACTOR OR GRANTEE

Katrina Seger 9-25-06
Signature Date

STATE OF Utah |
COUNTY OF Washington | SS.

On this 25th day of September, 2006, Katrina Seger, personally appeared before me and executed the above certification in my presence.

@ Seger
Debra A. Hamblin
NOTARY PUBLIC



Residing at: St. George UT
My Commission Expires: 11-23-08

If the proposed Contractor or Grantee is a corporation the following Corporate Acknowledgment must be completed.

I, _____, certify that the following are authorized agents of _____
(Corporate Secretary) (Name of Corporation)

and are duly authorized by authority of said corporation to sign the above assurances and the Contract or Grant on behalf of the corporation.

(Authorized Agent of Corporation **) Title

(Authorized Agent of Corporation **) Title

Corporate Secretary Signature date

** (Note: authorized agent of Corporation must not be Corporate Secretary)

CORPORATION SEAL

UTAH DEPARTMENT OF HEALTH STANDARD TERMS AND CONDITIONS

ATTACHMENT "A"

1. AUTHORITY: This Contract is made pursuant to the authority set forth in Title 63, Chapter 56, Utah Code Annotated, 1953 as amended (UCA), Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the Utah Department of Health (Department) to purchase certain specified services and other approved purchases for the Department.
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.
5. AUDIT OF RECORDS: The Contractor agrees to allow federal and state auditors and State Agency staff access to all the records necessary for a full and complete audit, inspection, and monitoring of services. Such access will be during normal business hours or by appointment.
6. SAFEGUARDING RECORDS: The Contractor agrees to maintain the confidentiality of records that it holds as agent for the Department as required by the Government Records Access and Management Act, Title 63, Chapter 2, UCA, and the confidentiality of records requirements of Title 26, UCA.
7. CONFLICT OF INTEREST: The 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, UCA.
8. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor and, as such, shall have no authorization, express or implied, to bind the Department to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Department, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the Department. 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 Department for these contract services. Persons employed by the Department and acting under the direction of the Department shall not be deemed to be employees or agents of the Contractor.
9. INDEMNITY CLAUSE: The Contractor agrees to indemnify, hold harmless, and release to 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 Department's sole negligence.
10. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit 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 and/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.
11. SEPARABILITY CLAUSE: The 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.
12. RENEGOTIATION OR MODIFICATIONS: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original, signed copy of the Contract.
13. DEBARMENT/EXCLUDED: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction (Contract) by any governmental department or agency (<http://epls.gov>). If the Contractor cannot certify this statement, a written explanation must be attached for review by the Department. The Contractor must notify the Department within 30 days if the Contractor has been debarred by any governmental entity during the Contract period.
14. TERMINATION: Unless otherwise stated in the Special Provisions, 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 violation, after which the contract may be terminated for cause. This Contract may be terminated without cause in advance of the specified expiration date by the Department upon 30 days written notice being given to the Contractor. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates this Contract, the Contractor shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.

15. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the Department 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 or private funding (when applicable) is not provided, the Department may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the Department upon 30 days written notice. In the case that funds are not appropriated or are reduced, the Department will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the Department will not be liable for any future commitments, penalties, or liquidated damages.

16. 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 purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.

17. 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 Contractor are not applicable to this Contract unless otherwise specified and mutually agreed upon elsewhere in this Contract. In general, the Contractor warrants that: (a) The product will do what the salesperson said it would do, (b) The product will live up to all specific claims that the manufacturer makes in their advertisements, (c) The product will be suitable for the ordinary purposes for which such product is used, (d) 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, (e) The product has been properly designed and manufactured, and (f) 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.

18. PUBLIC INFORMATION: Contractor agrees that the Contract will be a public document, and may be available for distribution. Contractor gives the Department express permission to make copies of the Contract and/or of the response to the solicitation in accordance with 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.

19. 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 Department, except as to latent defects, fraud, and Contractor's warranty obligations.

20. 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 Department. 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 Department will be those prices listed in the Contract. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

21. 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.

22. 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.

23. OWNERSHIP OF INTELLECTUAL PROPERTY: Whereas the CONTRACTOR agrees that all work product, including but not limited to software, developed in the performance of this Contract is work made for hire as a contribution to a collective work and, as such, is the property of the DEPARTMENT; therefore the CONTRACTOR assigns full copyright ownership to the Department, unless otherwise specified in the Special Provisions of this Contract.

24. 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 Department.

25. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the Department to declare Contractor in default of the Contract: (a) Nonperformance of contractual requirements; (b) A material breach of any term or condition of this contract. The Department 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 Department may do one or more of the following: (c) Exercise any remedy provided by law; (d) Terminate this Contract and any related Contracts or portions thereof; (e) Impose liquidated damages, if liquidated damages are listed in the Contract; (f) Suspend Contractor from receiving future solicitations.

26. 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 Department may terminate this Contract after determining that such delay or default will reasonably prevent successful performance of the Contract.

27. 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).

28. 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: a. Department Standard Terms and Conditions; b. Department Special Provisions; c. Contractor Terms and Conditions.

29. HEALTH STANDARDS: The Contractor agrees to abide by the Utah Indoor Clean Air Act, Title 26, Chapter 38, UCA.

30. WAIVER: The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract, nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.

SPECIAL PROVISIONS

1. PURPOSE:

The purpose of this Contract is to set forth the respective responsibilities of the Department of Health (DEPARTMENT) and Southwest Cleaning (CONTRACTOR) related to the janitorial services provided to the DEPARTMENT's Family Dental Plan (FDP) Clinic located at 321 North Mall Drive, Suite M101, St George, Utah.

2. PAYMENT:

a. The DEPARTMENT agrees to pay the CONTRACTOR up to the maximum amount of the Contract in payments of \$320 to \$670 per month, depending on services performed. The total payment amount for each 12 month calendar year must not exceed \$5,215.00. This amount includes all expenses related to the services performed and is limited to the following:

- 1) General janitorial work (as below in 3. SERVICES PROVIDED items a. through c): \$320/month.
- 2) Strip and wax: \$250 per occurrence.
- 3) Spray and buff floor: \$25 per occurrence.
- 4) Yearly window cleaning in March: \$75 per occurrence.

b. At the end of each calendar month, CONTRACTOR shall submit a detailed monthly invoice which details services performed. DEPARTMENT will pay the invoice within 30 days of its receipt.

c. DEPARTMENT shall make no payments to Contractor except those specifically set forth in this contract.

d. The DEPARTMENT may choose to give increases to the above payment amounts by approximately 3% per year.

3. SERVICES PROVIDED:

a. Twice per week:

Sweep and damp mop all floors; clean and sanitize restroom fixtures, mirrors and counters; polish chrome fixtures; wash hall sink; remove fingerprints from front door glass; empty non bio-hazard trash; dust office furniture including desks and tops of file cabinets; wet wipe reception chairs; dust pictures and partitions.

b. Every two weeks: Dusting high and low on blinds, door sashes, ledges, lights and moldings.

c. As requested by FDP staff: Dust other fixtures and spot clean wall marks.

e. Yearly: Clean all windows each March.

d. Floors: Floors are to be stripped and waxed every 3 months and buffed monthly to retain a good shine. These items are to be identified separately on the monthly invoice and may be periodically declined as directed by the clinic. There will be no charge for declined services.