Contract # 49169

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: TRANSPORTATION Agency Code: 810 Division: UDOT, referred to as (STATE), and the following CONTRACTOR:

BUDDY SYSTEM JANITORIAL
Name

HC 35 BOX 19
Address

KENILWORTH UT 84529-9503
City State Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person SHEILA SANCHEZ Phone #435 472-3529 Email freshe@sisna.com
Federal Tax ID# 870444902 Vendor #91890A Commodity Code #91039000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
PROVIDE JANITORIAL SERVICES FOR UDOT PRICE DISTRICT: 1ST YEAR $10,200.00, 2ND YEAR $10,800.00, 3RD YEAR $11,400.00, 4TH YEAR $12,000.00, 5TH YEAR $12,600.00
FOR A TOTAL FIVE YEAR @ $57,000.00

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 810 47400000001, FY2004, Bid#RF4144

4. CONTRACT PERIOD: Effective date: 06/01/04 Termination date: 05/31/09 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 $57,000.00 for costs authorized by this contract. Additional information regarding costs: $10,000.00 FOR EXTRA WORK.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions

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 #RF4144 dated 04/02/04.

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

CONTRACTOR

Sheila Sanchez 6-1-04
Contractor's signature Date

Sheila Sanchez
Type or Print Name and Title

STATE

David R. Miller MAY 27 2004
Agency's signature Date

DP Miller JUN 23 2004
Director, Division of Purchasing Date

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE JUN 28 2004
Director, Division of Finance

Paul Rottmann	801-965-4078	801-965-4073	prottmann@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

ENT'D FEB 22 2005

APR 26 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

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

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK

JANITORIAL SERVICES AT THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PRICE DISTRICT OFFICE (entire building), MATERIALS LAB (entry corridor and restroom only*), and EQUIPMENT SHOP (entry corridor and restroom only), total of approximately 10,000 square feet, located at 940 South Carbon Ave, Price, UT 84501. The State Representative is Gaye Babcock at 435-636-1420.

1.0 REQUIREMENTS for Janitorial and Maintenance services.

This schedule itemizes, by frequency, the tasks expected in the regular cleaning of the facilities, and is the **minimum acceptable performance**. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative and shall not be effective until they have been signed by all parties.

Note: In the following specifications, State Representative, shall mean The Support Services Manager or his designee. Contractor, shall mean the Contractor or employees of the Contractor.

1.1 Daily Duties:

DISTRICT OFFICE BUILDING: The Contractor shall provide sufficient workers five (5) days a week, Monday through Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative.

MATERIALS LAB & EQUIPMENT SHOP: The Contractor shall provide sufficient workers two (2) days a week, Tuesday and Thursday, after 5:00 p.m. and prior to 7:00 a.m., excluding authorized holidays unless otherwise approved by the State Representative. If a holiday falls on Tuesday or Thursday, another day shall be substituted.

1.1.1 Vacuum and Remove Spots from carpets, including entry way mats.
1.1.2 Sweep or vacuum non-carpeted floors in buildings and sweep concrete areas adjacent to outside entry areas.
1.1.3 Damp mop and buff all tile floors and stairways as needed to remove spills or signs of tracking.
1.1.4 Remove spots from window coverings.
1.1.5 Spot clean doors, door frames and handles, and walls, including removal of graffiti.
1.1.6 Clean, sanitize and polish drinking fountains and water dispensers.
1.1.7 Clean and sanitize restrooms toilets, sinks, urinals, floors, walls, mirrors, bright work, partitions, towel dispensers and door handles.
1.1.8 Fill towel dispensers, paper and soap dispensers in restrooms and break areas.
1.1.9 Clean and sanitize sinks, counter tops and tables tops, and damp wipe cupboards and chairs in break areas and meeting rooms.
1.1.10 Keep drains clean by adding water or drain cleaner as directed by the State Representative.

1.1.11 Empty all trash and cigarette butts from interior and exterior containers, clean area around trash containers, replace liners and sand as needed and dispose of as directed by the State Representative.
1.1.12 Remove litter (including cigarette butts) from planter areas, lawns, sidewalks and around trash dumpster.
1.1.13 Replace any burned-out or damaged light bulbs or tubes as needed..
1.1.14 Clean glass in the doors, entry ways and lobbies.
1.1.15 Dust accessible employee work counters and desks as instructed by the State Representative.
1.1.16 Reset chairs in meeting rooms to standard position.

1.2 Weekly Duties

1.2.1 Vacuum under desks and trash cans, and return furniture to its original position. Do not move employees' personal items or working papers.
1.2.2 Clean entryway doors and sweep outside steps and walks to door.
1.2.3 Hand broom corners on steps, in corridors and hallways.
1.2.4 Clean all janitorial equipment.
1.2.5 Spot clean door frames, light switches, door handles, stair rails, phones, and walls to remove fingerprints, etc.
1.2.6 Dust and wipe clean all tables, file cabinets, structures of furniture, office equipment as directed by the State Representative, appliances and other items not done on a daily basis.
1.2.7 Clean marker boards and eraser holders. (Do not erase writing)
1.2.8 Wet mop static mats

1.3 Bi-Weekly Duties

1.3.1 Sweep and mop floor in the Materials Lab testing room.

1.4 Monthly Duties

1.4.1 Wash outside walkways with a hose and scrub brush as directed by State Representative.
1.4.2 Dust air diffusers and grills.
1.4.3 Damp wipe, with a clean, sanitary cloth, all vinyl chairs and couches.
1.4.4 Vacuum and spot clean fabric chairs and couches.
1.4.5 Clean and sanitize all office and hall trash collection containers.
1.4.6 Dust and/or vacuum all blinds.
1.4.7 Dust wall clocks, pictures, etc.
1.4.8 Dust and wipe clean window sills
1.4.9 Dust and wipe clean mop boards.

1.5 Quarterly Duties

1.5.1 Strip and re-wax floors.
Note: All resilient floors shall be stripped and waxed using a polymer interlock wax. The specific floor stripping procedures will be prepared by the Contractor, according to manufacturers' instructions and approved by the State Representative.)

1.5.2 Clean all window coverings. Blinds are to be free from dirt, spots/ smears and streaks.

1.5.3 Clean interior and exterior of all windows to be free from dirt smears, streaks and water spots when finished.

1.6 **Annual Duties**

1.6.1 Wash all walls, ceilings and painted woodwork with a suitable cleaner so as not damage the surfaces.

1.6.2 Polish clear finished walls and woodwork to be free from dirt, smears and streaks.

1.6.3 Clean all light fixtures and skylights

1.6.4 Vacuum all non-washable ceilings

NOTE: When there are problems in cleaning certain areas such as tiles, heavily used public areas, etc., confer with the State Representative for possible solutions. Changes in cleaning products, equipment, or timing may be needed.

2.0 SUPPLIES AND EQUIPMENT

2.1 All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, trash can liners, and lighting supplies shall be supplied by the State and installed by the Contractor unless otherwise stipulated. The Contractor should leave a note, as directed by the State Representative, when supplies are running low, and in adequate time to replenish them before they run out.

2.2 The Contractor shall provide the all commercial grade cleaners and chemicals and insure that they are labeled properly. A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days before beginning the work. Materials Safety Data Sheets shall be available on site for reference as necessary.

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

2.4 Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc.

ATTACHMENT B: SCOPE OF WORK

3.0 CONTRACTOR PERFORMANCE

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

3.2 Damp Wiping and/or Wipe Clean - shall be done in way that leaves a surface clean and free of smears and streaks.

3.3 Work Force - The Contractor shall provide sufficient workers, who comply with State Labor Laws, to provide the cleaning services specified.

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

3.5 Work hours - Work Hours are typically Monday thru Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative.

3.6 Inspection Reports - The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a semi-annual basis, or more often at the discretion of the UDOT representative. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.

4.0 SECURITY

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

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

5.0 EXTRA WORK

Other services may be requested as necessary. The base rate of this contract shall be minimum wage.

6.0 CONDUCT THAT SHALL NOT BE TOLERATED, and MAY BE CAUSE for IMMEDIATE TERMINATION OF THE CONTRACT.

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

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

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

6.4 Failure to follow specific security instructions.

6.5 Deliberate or habitual failure to follow safety instructions.

6.6 Allowing to be brought or the bringing of children, or other persons who are not legally employed by the Contractor to the facility.

6.7 Smoking in buildings.

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

7.0 PROVIDING INFORMATION TO THE STATE

7.1 Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific tasks. The schedule must be updated as it changes.

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

8.0 Restricted Areas

Restricted areas are areas / rooms in which the Contractor will not be allowed access. Any area designated by the State Representative may be included as a restricted area.

ATTACHMENT B: SCOPE OF WORK

9.0 SAFETY

9.1 The Contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial work is being done.

9.2 The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passerby. Safety barriers and signs shall be approved by the State prior to use.

9.3 The Contractor shall provide all safety apparatus necessary to protect his personnel so they may operate equipment safely.

9.4 The Contractor is 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 the equipment.

10.0 INSPECTION

10.1 The Contractor shall work closely with the designated State Representative, who shall inspect the facilities for acceptable work and compliance with the terms of this contract.

10.2 A category must rate at least fair for overall performance to be judged acceptable. A copy of the completed Janitorial Inspection Report, Exhibit A, shall be provided to the Contractor after the inspection is completed. A sample copy is here attached.

10.3 The contract may be terminated following written notices of unacceptable inspections.

ATTACHMENT B: SCOPE OF WORK

EXHIBIT A: JANITORIAL INSPECTION REPORT

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

A. RESTROOM - MEN'S

( )1. Floor
( )2. Walls
( )3. Sinks, Fixtures, Mirrors
( )4. Toilets, Urinals
( )5. Wastebaskets
( )6. Dispensers
( )7. Lights (all burned out ones replaced)

B. RESTROOMS - WOMEN'S, STAIRWAYS, LANDINGS

( )1. Floor
( )2. Walls
( )3. Sinks, Fixtures, Mirrors
( )4. Toilets, Urinals
( )5. Wastebaskets
( )6. Dispensers
( )7. Lights (all burned out ones replaced)

C. OFFICES, CONFERENCE ROOMS, ENTRY AREAS

( )1. Carpets _____.
( )2. Floors
( )3. Entry Mats
( )4. Windows, Doors
( )5. Window Sills
( )6. Wastebaskets
( )7. Lights (all burned out ones replaced)
( )8. Walls
( )9. Desktops, Tabletops, File Cabinets
( )10. Chairs

D. BACK WORK AREA

( )1. Floors
( )2. Walls
( )3. Sinks
( )4. Counter Tops
( )5. Wastebaskets
( )6. Windows
( )7. Window Sills

( )8. Lights (all burned out ones replaced)
( )9. Presses and Ovens dusted off

E. JANITORIAL CLOSET

( )1. Vacuums, Floor Scrubbers (good working order)
( )2. Chemicals properly labeled
( )3. Closet kept clear of hazards

ATTACHMENT C: PRICING

1. Cost for janitorial service in adherence to all bid documents and work schedules shall be:

   1.1 1st Contract Year $10,200 ($850.00 per month)

   1.2 2nd Contract Year $10,800 ($900.00 per month)

   1.3 3rd Contract Year $11,400.00 ($950.00 per month)

   1.4 4th Contract Year $12,000.00 ($1,000 per month)

   1.5 5th Contract Year $12,600.00 ($1,050 per month)

   Payments will be made in monthly installments, Contractor's billing shall be submitted to the Price District offices within five (5) days following each period's completed work. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each year, may be requested.

2. EXTRA WORK
   Give rates for extra work, unscheduled emergency or additional services not included in the above quoted price(s). Quote the rates per unit, including all loaded payroll costs and markup(s).

   2.1 Supervisor: $15.00 / hr.

   2.2 Extra Window Cleaning (all windows):
   Interior $125.00 / time
   Exterior $125.00 / time.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **NON-PERFORMANCE**

If at any time, the Contractor fails to demonstrate the required expertise (as represented in the Contractor's proposal) or fails to meet acceptable standards of performance, The State reserves the right to require the Contractor to correct the issue. If the Contractor fails to accomplish the required objectives, this contract may be canceled immediately. If the State elects to terminate this contract for non-performance, the State will supercede paragraph #12 in attachment A - Standard Terms and Conditions, and will not provide a 90 day notice to the Contractor.

2. **WAGES**

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

3. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.
The Contractor may bill 1/12 of the annual contract value per month.

The Contractor shall submit invoices to:
Utah Department of Transportation
Attn: Gaye Babcock
940 South Carbon Avenue
Price, Utah 84501

The State reserves the right to adjust incorrect invoices.
The State will remit payment by mail.

4. **NON-ASSIGNMENT**

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

5. **NON-COMPETE CLAUSE**

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

6. **PERFORMANCE BOND**

The State requires a performance bond in the amount of ten percent (10%) of the total annual amount of the contract. A cashier's check may be substituted for the bond. The cashier's check will be cashed and funds held until the contract expires.