

UTAH DEPARTMENT OF HEALTH
Box 143107
288 North 1460 West, Salt Lake City, Utah 84114-3107

066251

H0533901
Department Log Number

PURCHASING
CONTRACT

State Contract Number

1. CONTRACT NAME:
The name of this Contract is FDP -Crystal Clean.
2. CONTRACTING PARTIES:
This Contract is between the Utah Department of Health (DEPARTMENT), and The Crystal Clean Cleaners, L.L.C. (CONTRACTOR).
3. CONTRACT PERIOD:
The service period of this Contract will be January 01, 2006 through December 31, 2008, 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 \$ 15,240.00 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>Bill Whaley</u>	Program: <u>Family Dental Plan</u>
Business Address: <u>216 W St. George Blvd Suite B</u>	Contact Person: <u>Bruce Murray</u>
<u>St. George, UT 84770</u>	Phone Number: <u>(801) 538-7017</u>
Phone Number: <u>(435) 656-3836</u>	
6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: <u>Utah Department of Health</u>	Attachment B: <u>Special Provisions</u>
<u>Standard Terms and Conditions</u>	
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: The Crystal Clean Cleaners, L.L.C.

UTAH DEPARTMENT OF HEALTH

By: [Signature] 12/28/05
Signature of Authorized Individual Date

By: [Signature] 1/13/06
Shari A. Watkins, C.P.A. Date
Director
Office of Fiscal Operations

Print Name: Bill Whaley

Title: General Manager

36-4564063
Federal Tax Identification Number or
Social Security Number

State Finance: _____ Date _____

[Signature] 3/21/06
State Purchasing: _____ Date _____
30428

Purchasing Copy

H0533901
Department Log Number

CONTRACT

State Contract # 066251
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 # RF6044-1
- 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 \$2,000 (total amount per fiscal year)
- Agency exemption from DAS-purchasing approval

1. Agency Name UTAH DEPARTMENT OF HEALTH Agency Code 270
2. General Purpose of Contract: Provide Janitorial Services for Family Dental Plan Clinics in St George.
3. Name of Contract: FDP - Crystal Clean
4. Contractor Name: The Crystal Clean Cleaners, L.L.C.
5. Contract Period: Effective date 01/01/06 Termination date 12/31/08
(mm/dd/yy) (mm/dd/yy)
6. Authorized Amount: \$15,240.00
7. Vendor # 900093A
8. Commodity Code(s) 91039

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

Bureau of Financial Audit
Contact

HealthContracts@utah.gov
E-mail Address

538-6649
Phone number

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

**UTAH DEPARTMENT OF HEALTH
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

<u>H0533901</u> Department Log Number	COMPENSATION TYPE: F <input type="checkbox"/> Fixed Price C <input type="checkbox"/> Cost Reimbursement S <input checked="" type="checkbox"/> Fee for Service O <input type="checkbox"/> Other _____	LEGAL STATUS OF CONTRACTOR: LG <input type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input checked="" type="checkbox"/> Other LLC - Domestic
DEPARTMENT OF HEALTH INFORMATION: Div/Off: <u>Health Care Financing</u> Bureau: <u>Eligibility Services</u>		NAME OF CONTRACT: <u>FDP - Crystal Clean</u> Name of Contractor: <u>The Crystal Clean Cleaners, L.L.C.</u> Payment Address: _____ (If different than page 1 of Contract) _____

**APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF HEALTH**

APPROVAL AND REVIEW OF CONTRACT:

<u>Brenda Bluffhardt</u> Budget Supervisor, Financial Services Date: <u>1/5/06</u>	<u>Robert Henderson</u> Director Bureau of Eligibility Services Date: <u>1/4/06</u>
<u>Camela R. Bryant</u> Division/Office Director Date: <u>1/10/06</u>	

APPROVAL OF FUNDS AVAILABILITY:

<u>[Signature]</u> Budget Officer, Office of Fiscal Operations Date: <u>1/13/06</u>	<u>[Signature]</u> HCF, Bureau of Financial Services Date: <u>1-5-06</u>
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CONTRACT PROVISIONS:

- 1. Vendor Contract - Contractor provides goods or services.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - General Provisions used as Attachment A in Contract.
- 2. Subrecipient Contract - Contractor carries out grant program.
 - General Provisions used as Attachment A in Contract.
 - Contractor Assurances (attach copy to the back of Contract Summary Page).
 - General Provisions incorporated by reference, not attached (referenced on page 1 section 7 of contract).

Source of Funds:

Contract Allocation Sheet								STATE FY - 2006-2009				Source Total Amount
								SFY 2006		FFY 2007		
State/Federal	Source %	CFDA #	Fnd	Agy	Org	Appr Unit	Obj	Rept Ctgry	Amount	Rept Ctgry	Amount	
State			100	270	6624	LHE			\$2,540.00		\$5,080.00	\$7,620.00
								SFY 2008	SFY 2009			
State			100	270	6624	LHE			\$5,080.00		\$2,540.00	\$7,620.00
								Totals	\$7,620.00		\$7,620.00	\$15,240.00

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:** 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, 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 Crystal Clean Cleaners (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 ~~\$340~~ to \$610 per month, depending on services performed. The total payment amount for each 12 month calendar year must not exceed \$5,080.00. 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: \$20 per occurrence.
- 4) Yearly window cleaning in March: no charge.

b. At the end of each calendar month, CONTRACTOR shall submit a detailed 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 specified in this contract.

1) quote is \$320/month

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. If agreed to, this method of floor maintenance may be altered to buffing once every 6 to 9 months with bi-weekly spray and buffs.

Fr
To s@utah.gov
Da im
Sul :066251
CC:
Re: 44-1 The Crystal Clean Cleaners
The re d for corrections.
Attachn nth
Page on 'B'
Please dc any questions.
Thank you

Joanne
- This is resolved
- see emails under this top sheet.
Give to you now!
- Chuck

John,
Please put this on hold awaiting agency response.
Thanks,
Terri

Terri O'Toole, CPM
 State of Utah Purchasing
 3150 State Office Building
 Capital Hill
 PO Box 141061
 Salt Lake City, UT 84114-1061
 P (801) 538-3147
 F (801) 538-3882
 Email: totoole@utah.gov

Joanne,
this is the first communication I've had from Purchasing re: this contract.
Dawn

2/28/06

Received from Joanne to return to Purchasing.
Chuck has apparently talked to Terri in order to resolve this.
DJZ

From: Terri O'Toole
To: Adan, Chuck
Date: 2/17/2006 7:12 am
Subject: Re: Contract for Family Dental Plan

fax or email confirm will be fine. Thanks again.

>>> Chuck Adan 2/16/2006 4:56 pm >>>

Thanks Terri, I will send it. But can he just acknowledge it with a return email, or must he sign and mail it to me (or will a faxed signature work).

- sorry, just when it's getting easier it stays difficult...
- Chuck

>>> Terri O'Toole 2/16/2006 3:37 pm >>>

Chuck,
 Thank you for your patience. Please send the email to Bill.

Thanks,
 Terri

>>> Chuck Adan 2/13/2006 6:06 pm >>>

Terri, I rec'd back contract #066251 for 2 modifications. I am not sure how formal you want the changes. I could do anything from correcting the amount in Special Provisions to \$320 and adding "Suite B" to the current signed contract with an IBM typewriter or hand written, or I can contact the vendor with the an email like below

Hello Bill Whaley,

There is a small delay to the contract due to the correction of 2 small errors I made.

- 1) I did not put "Suite B" on the contract page on your address.
- 2) In the special Provisions it has \$340/month listed in 2. PAYMENT a.1). This of course is \$320/mo cleaning and should not have the \$20 monthly buffing added in as that is listed seperately in 3).

So, the attached is a Wordpad document that you can open, print and sign that you are aware of and agree to the changes on the contract before it is official. Then fax to me at 801-536-0140 and then mail the original to me at

Utah Dept of Health
 HCF/BES, c/o Chuck Adan
 PO Box 143107
 SLC, UT 84114-3107

Thanks.

As an attachment or in the email will be the following.

I, Bill Whaley, General Manager of The Crystal Clean Cleaners, understand and agree that 2 modifications will be made to the Contract "FDP - Crystal Clean" of time period January 01, 2006 through December 31, 2008 before it can be approved.

I agree to the following:

- 1) The suite # shall be added to the contractors street address line thus:
 Business Address: 216 W St. George Blvd., Suite B
- 2) In the Special Provisions under 2. PAYMENTS, the amount in a. 1) will be changed from \$340 to \$320 thus:
 General janitorial work (as below in 3. SERVICES PROVIDED items a. through c.: \$320/month.

 signature

 date

Or he can acknowledge agreement by stating so in a return email.

From: "Bill" <bwhaley@encegroup.com>
To: "Chuck Adan" <cadan@utah.gov>
Date: 2/23/2006 6:30 pm
Subject: RE: Contract for Family Dental Plan

Chuck,
All is agreed. Have a nice day

-----Original Message-----

From: Chuck Adan [mailto:cadan@utah.gov]
Sent: Friday, February 17, 2006 11:01 AM
To: bwhaley@encegroup.com
Subject: Re: Contract for Family Dental Plan

Hello Bill Whaley,

There is a small delay to the contract due to the correction of 2 small errors I made.

- 1) I did not put "Suite B" on the contract page on your address.
- 2) In the special Provisions it has \$340/month listed in 2. PAYMENT a.1). This of course is \$320/mo cleaning and should not have the \$20 monthly buffing added in as that is listed seperately in 3).

Could you please respond to this email that you agree to the below or not.

I, Bill Whaley, General Manager of The Crystal Clean Cleaners, understand and agree that 2 modifications will be made to the Contract "FDP - Crystal Clean" of time period January 01, 2006 through December 31, 2008 before it can be approved.

I agree to the following:

- 1) The suite # shall be added to the contractors street address line thus:
Business Address: 216 W St. George Blvd., Suite B
- 2) In the Special Provisions under 2. PAYMENTS, the amount in a. 1) will be changed from \$340 to \$320 thus:
General janitorial work (as below in 3. SERVICES PROVIDED items a. through c.: \$320/month.

Chuck Adan
Support Services
Utah Dept of Health
Bureau Eligibility Services

--

No virus found in this incoming message.