Vendor #:91752C
CC: 91039000000
Amt.: $402,964.00

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

JANITORIAL SERVICE
CONTRACT AGREEMENT
OGDEN 2ND DISTRICT COURT

Contract # 036189 **Amendment # 1**

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between LASTING IMPRESSIONS, whose address is P.O. BOX 9522, OGDEN, Utah 84409, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

WITNESSETH

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on February 1, 2003, and terminated on January 31, 2008.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

ARTICLE 1. DESIGNATED WORK

To add additional cleaning of six holding cells from once a week to nightly.

ARTICLE 10. CONTRACT SUM PAYMENT

For February 1, 2004 through January 1, 2005, an additional Six Thousand Seven Hundred Forty-Four Dollars ($6,744.00) will be added to this contract, bringing the total to Eighty Thousand Two Hundred Thirty-Two Dollars ($80,232.00) paid in monthly installments of Six Thousand Six Hundred Eighty-Six Dollars ($6,686.00) each; as payment for full services performed during that period.

For February 1, 2005 through January 1, 2006, an additional Six Thousand Nine Hundred Thirteen Dollars ($6,913.00) will be added to this contract, bringing the total to Eighty-Two Thousand Three Hundred Ninety-Three Dollars ($82,393.00) paid in monthly installments of Six Thousand Eight Hundred Sixty-Six Dollars and 08/100 ($6,866.08) each, as payment for full services performed during that period.

For February 1, 2006 through January 1, 2007, an additional Six Thousand Nine Hundred Thirteen Dollars ($6,913.00) will be added to this contract, bringing the total to Eighty-Four Thousand Two Hundred Seventy-Seven Dollars ($84,277.00) paid in monthly installments of Seven Thousand Eight Twenty-Three Dollars and 08/100 ($7,023.08) each, as payment for full services performed during that period.

For February 1, 2007 through January 1, 2008, an additional Seven Thousand One Hundred Six Dollars ($7,106.00) will be added to this contract, bringing the total to Eighty-Six Thousand Two Hundred Eighty-Two Dollars ($86,282.00) paid in monthly installments of Seven Thousand One Hundred Ninety Dollars and 17/100 ($7,190.17) each, as payment for full services performed during that period.

A not to exceed amount of $1,000 Dollars per year will be allowed for Article 1, Paragraph C, of this Contract.

Original Contract	$375,288.00	
Tag Items	$ 5,000.00	One Thousand a Year for Five Years
Amendment #1	$ 27,676.00	Clean holding cells nightly
Total Contracted Amount	$402,964.00	not to exceed, not guaranteed

All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

CONTRACTOR:
LASTING IMPRESSIONS

Name Date
Title

ATTEST

Secretary/Officer/Witness Date

STATE OF UTAH/DIV. OF FACILITIES CONSTRUCTION AND MANAGEMENT

Jake Jacobson Date
Managing Facilities Coordinator

APPROVED/FUNDS AVAILABILITY:

David D. Williams, Jr. Date
Financial Manager

Division of Purchasing Date

Division of Finance Date

Vendor #:91752C
Commodity code: 91039000000
Contract Amount: $380,288.00

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
JANITORIAL SERVICE MAINTENANCE CONTRACT
OGDEN 2ND DISTRICT COURT
SOLICITATION NUMBER RM3059

036189

THIS AGREEMENT made and entered into between LASTING IMPRESSIONS, whose address is P.O. BOX9522, OGDEN, UTAH 84409, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as the "DIVISION".

WHEREIN IT IS MUTUALLY AGREED TO AS FOLLOWS:

THIS AGREEMENT consists of this executed contract document with the following exhibit(s) and attachment(s):

- Standard Terms and Conditions - Exhibit A
- Business license
- Insurance certificate
- Irrevocable Letter of Credit
- Employee Screening & Hiring
- Supervisor's resume
- Specifications
- Performance log
- Activity Task
- References
- Equipment & Cleaning products summary
- Cost Proposal – price sheet and cost breakdown sheet
  - Minimum daily manhours

THIS AGREEMENT shall commence on February 1,2003, and continue until January 31, 2008.

W I T N E S S E T H

That the Contractor and the Division, for the consideration hereinafter named hereby covenants and agree to perform work, services and standards as thusly stated:

ARTICLE 1. DESIGNATED WORK

The intent of this contract is to place with the Contractor the full and complete responsibility for professional janitorial services of a high degree of cleanliness and good appearance of the premises of any facility or location named herein, by performing for the Division the items of work set out in each separate Specification, Building Work Schedule and collectively on listed attachments attached hereto and made a part hereof.

Area Serviced

Ogden 2nd District Court
2525 Grant Avenue
Ogden, Utah

(a) Locations may be added or deleted from time to time, or changes made at particular location(s) by written agreement of the parties as evidenced by the execution of consecutively numbered amendments. Each consecutively numbered amendment shall list the added or deleted location, building, effective date, and net change in contract price per month for each location. If the amendment covers a new or deleted location, the full charge in monthly prices shall be shown.

(b) In addition to the above, the Contractor shall, when requested in writing by a DFCM purchase order, perform such additional janitorial service work operations as may be designated by the Division, the contract price for which shall be agreed upon by the parties prior to the performance of such work.

(c) The Division shall have the right to let separate contracts for other work to be performed at or adjacent to the site of the Contractor's operation that is not covered in this agreement in which event the Contractor shall cooperate in all reasonable ways to facilitate the operations of other contractors and shall avoid unnecessary interference therewith.

(d) No direction or approval given by the Division, or any representative of the Division, which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the Division so as to become a contract document hereinbefore defined.

ARTICLE 2. CONTRACTUAL RELATIONSHIP

(a) The Contractor shall have full control and direction over the labor, mode and manner of doing the work according to the Contract and Specifications. All assigned work is to be done by the Contractor or the Contractor's employees and wholly at the risk of the Contractor. During its progress, the Contractor shall take all precautions for the safe performance of the work and the safety of the property, and to prevent injury of persons present.

(b) The relationship the Contractor shall bear to the Division under this agreement shall be that of an independent contractor for any and all purposes, and nothing herein contained shall be construed to be inconsistent with this relationship status.

(c) In accordance with the Division's policy with respect to contractor relationships, it is hereby stipulated by the undersigned representative of the Contractor, that to the best of his knowledge and belief the Contractor has not employed, retained, induced, or directed any person employed by the Division to solicit or secure this contract upon agreement, offer, understanding, or publication involving any form of remuneration whatsoever.

(d) The Contractor shall have none of the rights or privileges available to officers or employees of the State of Utah. Every workman assigned to perform any work relating to this contract shall be fully trained by the contractor prior to working on the premises. In-service training shall also be provided to sustain an acceptable performance level.

(e) In the event of a work stoppage by employees of the Division or the Contractor or any other of the Division's contractors affecting any of the locations covered herein, Contractor shall furnish service required to keep location in satisfactory condition. In the event of danger to Contractor's employees, this service shall be performed by Contractor's management personnel, in cooperation with Division authorities.

(f) 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 Division to purchase certain specified services, and other approved purchases for the Division.

(g) The provisions of this contract shall be governed by the laws of the State of Utah.

(h) 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.

(i) The Contractor agrees to allow Division and Federal auditors, and Division 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.

(j) 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.

(k) 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 June 30, 1989, which prohibits sexual harassment in the work place.

(l) A declaration by any court, or by 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.

(m) 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.

(n) 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 Division.

(o) Building keys shall be issued to the Contractor. Contractor shall not make duplicates of these keys. If additional keys are required, Contractor will contact DFCM Facility Coordinator. All key replacements, for broken, lost or stolen keys, shall be charged to the Contractor. Cost to rekey building(s), including new bitting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property which is stolen during the time period it takes to rekey the building(s).

ARTICLE 3. PERMITS AND LICENSE

(a) The Contractor shall secure and pay for all governmental permits and licenses required by law with relation to any work covered by this contract, and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to the work specified.

ARTICLE 4. SURETY AND GUARANTEE

(a) The Contractor shall provide an irrevocable letter of credit in the amount of $17,445.00; twenty-five percent (25%) of the current year contract amount. This irrevocable letter of credit shall be delivered to DFCM within fourteen (14) days of the contract award and prior to the commencement of work. The irrevocable letter of credit shall be required for each contract renewal year at 25% of the current renewal year contract amount.

February 1, 2003-January 1, 2004	$17,445.00
February 1, 2004-January 1, 2005	$18,372.00
February 1, 2005-January 1, 2006	$18,870.00
February 1, 2006-January 1, 2007	$19,341.00
February 1, 2007-January 1, 2008	$19,794.00

The irrevocable letter of credit shall provide:

1. Irrevocable Letter of Credit No.
2. Expiration Date
3. Contractor's Name
4. Owners Name: Division of Facilities Construction and Management,
   Department of Administrative Services,
   State of Utah
5. Contract Name and Location
6. Partial drawing(s) shall be permitted. Each draft must be marked Draw under Irrevocable Letter of Credit #_____, dated _____. Drafts must be drawn and presented at the closing parties counter.
7. Issuing party must honor drafts drawn on the irrevocable letter of credit.
8. All request for draws shall be accompanied by a signed statement from an authorized agent of the company, on owner's letterhead, and will include amount of draw, description of draw and contract name and location, letter of credit number.

ARTICLE 5. INSURANCE

(a) The Contractor shall take out, pay for, and at all times during the performance of work hereunder, maintain, through companies or agencies approved by the Division, and containing provisions satisfactory to the Division, insurance including public contingent and employees liability compensation insurance, employee benefit acts; insurance from any and all claims for damage, for all personal injury and including dealth, and from claims for property damage or loss thereof, which may arise in or result from the performance of the work covered by the contract, or by failure or omission of the Contractor to comply with any of the contract. Such insurance shall include comprehensive general liability and property damage, including automobile, products-completed, operations and blanket broad form contractual, with coverage adequate in the amounts to be determined by the contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than $1,000,000 each, which coverage shall be written on an occurrence basis.

(b) Certificates, indicating such insurance to be in force and effect and providing that they will not be canceled during the performance of the work under the contract without thirty (30) days prior written notice to the Division, shall be filed with the Division prior to commencement of work hereunder; provided, however, that the Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with the Division.

(c) The Contractor shall be liable for any and all personal injury and damage to the facilities, equipment and furnishings caused by his employees, whether such damage was accidental or intentional.

(d) The Contractor agrees that it/he/she shall at all times protect and indemnify and save harmless the State of Utah and all institutions, agencies, departments, authorities and instrumentalities of the State of Utah, any of their governing bodies or of their boards or commissions, or any of their elected or appointed officers, or any of their employees from any and all claims, damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the said contractor in the performance and execution of this contract.

ARTICLE 6. LABOR, EQUIPMENT AND SUPPLIES

(a) The Contractor shall furnish all labor, tools, equipment, cleaning supplies, compounds, chemicals and materials necessary to perform the work under the contract unless otherwise specified in the Specification – Work Schedule, or otherwise directed on the Individual Building Specification – Work Schedule.

(b) The Contractor may store tools and equipment in an orderly manner on the Division's premises wholly at his/her own risk when designated space is available, except that gasoline-using equipment shall not be stored inside a building.

(c) The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Specifications which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Specifications and shall be subject to inspection and approval of the Division or its authorized representative. The relationship of the Contractor to the Division hereunder is that of an independent contractor.

ARTICLE 7. CANCELLATION, RENEWAL, CANCELLATION FOR CAUSE

(a) The contract shall remain in effect on the same terms and conditions. It may be terminated by either party without cause by giving written notice.

(b) In the event the Contractor, through the result of workmanship or his organization, fails to perform the services agreed to under this contract, the Division may serve written notice upon the contractor of its intentions to terminate said contract; and unless within ten (10) days after serving of such notice, such violations do not cease, the Division may terminate this contract for cause.

If grounds for a second ten-day notice exist within six months of the issuance of a prior appropriate ten-day notice, the Division may issue a termination notice under Article 6 (a) with the sixty day time frame being reduced to ten days.

(c) Contractor and Division both acknowledge that the Division cannot contract for payment of funds not yet appropriated by the Utah State Legislature. The Division, therefore, reserves the right for the above reason to terminate this contract by giving sixty (60) days notice in the manner heretofore stated in this contract.

ARTICLE 8. INSPECTION OF WORK

Inspection of the whole, or any part of the work, and of the supplies and materials furnished by the Contractor may be made by the Division's representative or other authorized individual, at anytime.

The Contractor shall provide weekly written inspection reports of the facilities. Contractor shall accompany Division Facilities Coordinator or his designated representative on a monthly (more often, if necessary) inspection of facilities included in the contract.

ARTICLE 9. NON-ASSIGNMENT

The Contractor shall not assign or sell this contract or his rights or any monies due, or to become due hereunder, nor shall the Contractor subcontract any of its duties hereunder.

SUBCONTRACTOR - No part of the contract shall be sublet by the Contractor without the prior written approval of the Division.

The Contractor and the Division, for themselves, their heirs, successors, executors and administrators, hereby agree to full performance of the covenants herein contained.

ARTICLE 10. COST AND ATTORNEY'S FEES

In case of default in carrying out the terms and conditions of this contract, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this contract.

ARTICLE 11. CONTRACT SUM PAYMENT

For the period beginning February 1, 2003 through January 1, 2004, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Nine Thousand Seven Hundred Eighty Dollars ($69,780.00) paid in monthly installments of Five Thousand Eight Hundred Fifteen Dollars ($5,815.00) each, as payment for full services performed during that period.

For the period beginning February 1, 2004 through January 1, 2005, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Three Thousand Four Hundred Eighty-Eight Dollars ($73,488.00) paid in monthly installments of Six Thousand One Hundred Twenty-Four Dollars ($6,124.00) each, as payment for full services performed during that period.

For the period beginning February 1, 2005 through January 1, 2006, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Five Thousand Four Hundred Eighty Dollars ($75,480.00) paid in monthly installments of Six Thousand Two Hundred Ninety Dollars ($6,290.00) each, as payment for full services performed during that period.

For the period beginning February 1, 2006 through January 1, 2007, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Seven Thousand Three Hundred Sixty-Four Dollars

($77,364.00) paid in monthly installments of Six Thousand Four Hundred Forty-Seven Dollars ($6,447.00) each, as payment for full services performed during that period.

For the period beginning February 1, 2007 through January 1, 2008, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Nine Thousand One Hundred Seventy-Six Dollars ($79,176.00) paid in monthly installments of Six Thousand Five Hundred Ninety-Eight Dollars ($6,598.00) each, as payment for full services performed during that period.

A not to exceed amount of $1,000 Dollars per year will be allowed for Article 1, Paragraph C, of this Contract.

Original Contract	$375,288.00	
Tag Items	$ 5,000.00	One Thousand a Year for Five Years
Total Contracted Amount	$380,288.00	not to exceed, not guaranteed

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

CONTRACTOR:
LASTING IMPRESSIONS

Andrew R Turrubiartez 02-19-03
Andy Turrubiartez — Date
General Manager

ATTEST

Christie Turrubiartez 2/19/03
Secretary/Officer/Witness — Date

STATE OF UTAH/DIV. OF FACILITIES CONSTRUCTION AND MANAGEMENT

Bruce Whittington 2-24-03
Bruce Whittington — Date
Program Director

APPROVED/FUNDS AVAILABILITY

David D. Williams 2-24-03
David D. Williams, Jr. — Date
Financial Manager

FEB 28 2003
Division of Purchasing — Date

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE MAR 5 2003
Division of Finance — Date

XXX

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 parties hereto, and attached to the original signed copy of the contract.

11. DEBARMENT: The CONTRACTOR certi fies 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.

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. 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.

14. 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 judgement 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.

15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, 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.

SPECIFICATIONS
JANITORIAL SERVICE CONTRACT
OGDEN 2ND DISTRICT COURT
SOLICITATION NUMBER RM3059

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

Ogden 2nd District Court	91,000 square feet

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

SPECIFIC STIPULATIONS

I. Special Areas

Not included in the listed square footage figures, but to be cleaned under DFCM supervision. These specific areas are:

ALL LOCKED VAULTS
Mechanical and Equipment Areas
Designated Supply and Storage Rooms
Telephone Equipment Rooms

II. Security

1. Each work person **shall be uniformed in a common uniform representing and identifying the Contractor.** Work persons and supervisors shall at all times wear this identifying uniform on the premises.

2. The Division shall require that all work persons receive security clearance through building security. It is the responsibility of the Contractor to provide employees who will pass such a security clearance.

3. There will be **no visitors (friends, children, etc.)** of work persons allowed on the premises during working hours.

4. Each employee is responsible for their keys and access card and shall not share or pass to other employees. The contractor shall return each card and set of keys as employees are terminated or monthly fees shall be held until such time as keys and cards are returned.

II. Safety

1. The Contractor shall make every effort to protect and keep safe anyone in the facility while janitorial services are being performed.

2. The Contractor shall provide and use safety barriers, signs, etc., when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard all passersby.

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

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

5. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Bloodborne Pathogens Standard.

IV. Supplies

1. All chemicals used will be properly labeled by the Contractor and shall be approved in writing by the Division. A list of all chemicals to be used shall be submitted in writing for approval by the Division at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. **These sheets are to be in a log in each area that chemicals are stored.**

2. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, shall be supplied by the Division and installed by the Contractor. Contractor will supply all trash can liners.

3. The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of these supplies.

V. Employee Performance

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

1. Theft, abuse or misuse of supplies or equipment at any location in the facility;

2. Verbal or physical abuse of any person, either employee, visitor or otherwise;

3. Use of, or displaying the effect of, alcohol or drugs during work hours;

4. Failure to follow specific security instructions;

5. Deliberate or habitual failure to follow safety instructions;

6. Consistent failure to wear the proper and designated work uniform in a clean, well-maintained condition;

7. All N*o Smoking* ordinances, rules and policies shall be strictly observed in the facility included as a part of this janitorial contract.

8. No personal use of phones or office equipment.

VI. Equipment

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

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

VII. Extra

1. Other services may be requested as necessary. The cost of all extra services shall be negotiated between parties, unless stipulated in the bid. The cost of labor shall be based on the per hour cost established for the contract, unless otherwise agreed to. The base rate for this contract shall be in accordance with the Federal Minimum Wage Regulations.

VIII. Special Work Required

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

IX. Work Required

CLEANING SCHEDULE: Schedules or calendars of all periodic work shall be turned in to the Facilities Manager weekly (or updated weekly).

X. HOURLY SET UP OF FACILITY

1. The Contractor shall provide sufficient workmen and **Supervisor**, on a five (5) day week basis, Monday through Friday, to adequately perform the work. Work shall be accomplished between the hours of 6:00 a.m. and 6:00 p.m, or as requested by Facility Coordinator. It will be necessary to sit down with each building representative and DFCM Facility Coordinator to set the time and availability of specific areas in the buildings. Authorized state holidays shall be excluded. The Contractor shall provide time cards to verify hours worked. CONTRACTOR SHALL PROVIDE A TIME CLOCK AT EACH LOCATION FOR THE PURPOSE OF RECORDING AND VERIFYING HOURS WORKED. **All original time cards and sign-in sheets shall be submitted to DFCM ISF Accounting by Contractor with payment invoices.** The minimum hourly rate for this contract shall be in compliance with the Federal Minimum Wage Regulations.

2. The Contractor shall provide the following minimum man-hours per day:
   26 per day

There shall be one (1) supervisor for every ten (10) employees on a five (5) day a week basis, Monday through Friday, to adequately perform the work. If the Contractor fails to provide the labor man-hours agreed to, the number of hours shorted shall be deducted from contract payment.

3. Tenant requests shall be made through the Division representative, except for minor cleaning requests, which may be made directly to the workman using a communication system jointly agreed upon by the Division and the Contractor.

XII. Schedule of Performance

This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall be the minimum acceptable performance. Tasks have been defined to allow more efficient inspection of task performance. The Contractor shall provide a detailed schedule of the task or area to be serviced on a given date.

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be specified in writing.

XXX

All DFCM Managed Buildings
Specifications

Daily Duties
To be performed **Monday** through **Friday** between the hours of **6:00 a.m. - 6:00 p.m.**

Semi-Monthly Duties
To be performed on the **1st** and the **3rd** weeks of every month.
Mondays: Blinds

Monthly Duties
To be performed on the **2nd** and **4th** weeks of every month.
2nd week- Mondays, Tuesdays and Wednesdays: Vacuum chairs, sofas and upholstery.
2nd week - Thursday and Friday: Wash walls and stalls in restrooms.
4th week - Mondays, Tuesdays and Wednesdays: Vacuum Herman Miller partitions and air vents.

Quarterly Duties
February, May, August, November
1st week - Tuesday & Wednesday: Scrub all ceramic tile floors in restrooms.

Semi - Annual Duties
January and **July 1st** week - Interior window cleaning.

Activity Schedule

Lasting Impressions

Activity	Times per week	Times per month	Times per year
Empty all inside trash receptacles	5		
Empty all outside trash receptacles	5		
Change can liners	As needed		
Wash trash receptacles (inside & out)	As needed		4
Vacuum hallways & aisles	5		
Vacuum offices and cubicle areas	5		
Vacuum underneath desks, chairs and trash cans	5		
Vacuum elevators	5		
Vacuum stairways	5		
Vacuum chairs, sofas, and upholstery		1	
Vacuum Herman Miller partitions		1	
Vacuum all air vents		1	
Dusting Schedule is as follows:			
(all dusting to include: top, sides, front and back)			
Partitions	2		
Desks and counters	1		
chairs and furniture	1		
Computers	1		
Window sills and ledges	1		
Blinds		2	
Baseboards	1		
Door frames	1		
Light fixtures	1		
Sweep all tile flooring	5		
Wet mop all tile flooring	5		
Spray buff waxed flooring	1		
Sweep and mop stairways	2		
Clean and wipe handrails	2		
Clean & polish all elevator walls and doors	5		
Clean elevator tracks		2	
Clean & sanitize all toilets, urinals and sinks	5		
Clean inside toilets & urinals using toilet acid	1		
Clean Mirrors	5		
Clean and polish metal	5		
Spot clean walls and stalls	5		
Clean all drinking fountains	5		
Wash all walls and partitions		1	
Pour hot water down floor drains	1		
Clean all entrance way glass and doors	5		
Clean all inside windows			2
Scrub all ceramic tile floors			4
Strip and wax all resilient floors			4
Sweep outside entrances and walkways (5 ft. from drip line)	5		

Cost Proposal Price Sheet

Contract Name/Company
Address and Phone

Ogden 2nd District Court
2525 Grant Avenue
Ogden, Utah

Submitted By: Lasting Impressions Inc.
P.O. Box 9522
Ogden, Utah 84409

1. CONTRACT

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

1st Contract Year	$69,780.00	4th Contract Year	$77,364.00
2nd Contract Year	$73,488.00	5th Contract Year	$79,176.00
3rd Contract Year	$75,480.00		

Total cost for 5 years $375,288.00

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

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

2. CONTRACT LABOR

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

Building Supervisor	$ 35.00	Lead Person	$35.00
Porter or Matron	$ 20.00	Janitor	$15.00
Floor Person	$ 25.00	Utility	$20.00
Other	$ 35.00	Other	$35.00

3. EXTRA WORK

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

Carpet/Rug Extraction $ .10 per square foot.
Outside Window Cleaning $ 1200 per cleaning (entire building)

Ogden Courts
2525 Grant Ave.
Ogden, Utah

YEAR ONE

# emp.	# hrs.	Duties	Rate per month	Rate per hour
2	6	empty all trash receptacles, vacuum all carpeted areas, dust (all phases), spot clean carpet, spot clean walls, perform all duties on activity lists, that are applicable to their area, answer to any problems or requests that may arise in their area.	$7.00	$1,680.00
1	6	clean and sanitize all restrooms, perform all duties from activity sheets lists applicable to restroom cleaning.	$7.00	$ 840.00
1	8	Supervisor: inspect all work and make sure all work is being performed as to specs., sweep and mop all tile flooring, clean basement.	$8.50	$1,360.00
Total Payroll				$3,880.00

Loaded Payroll Includes: FICA tax, Fed. Unem., St. Unem., Medicare	$ 585.00
Supplies, chemicals, equipment, uniforms.	$ 450.00
Can Liners	$ 200.00
Overhead.	$ 400.00
Profit and unexpected expenses.	$ 300.00

MONTHLY TOTAL $ 5,815.00

ANNUAL $ 69,780.00

$ .063 Sq. Ft.

Ogden Courts
2525 Grant Ave.
Ogden, Utah

YEAR TWO

# emp.	# hrs.	Duties	Rate per month	Rate per hour
2	6	empty all trash receptacles, vacuum all carpeted areas, dust (all phases), spot clean carpet, spot clean walls, perform all duties on activity lists, that are applicable to their area, answer to any problems or requests that may arise in their area.	$7.35	$1,764.00
1	6	clean and sanitize all restrooms, perform all duties from activity sheets lists applicable to restroom cleaning.	$7.35	$ 882.00
1	8	Supervisor: inspect all work and make sure all work is being performed as to specs., sweep and mop all tile flooring, clean basement.	$8.92	$1,428.00
Total Payroll				$4,074.00

Loaded Payroll Includes: FICA tax, Fed. Unem., St. Unem., Medicare	$ 615.00
Supplies, chemicals, equipment, uniforms.	$ 475.00
Can Liners	$ 205.00
Overhead.	$ 425.00
Profit and unexpected expenses.	$ 330.00

MONTHLY TOTAL $ 6,124.00

ANNUAL $ 73,488.00

$ .067 Sq. Ft.

Ogden Courts
2525 Grant Ave.
Ogden, Utah

YEAR THREE

# emp.	# hrs.	Duties	Rate per month	Rate per hour
2	6	empty all trash receptacles, vacuum all carpeted areas, dust (all phases), spot clean carpet, spot clean walls, perform all duties on activity lists, that are applicable to their area, answer to any problems or requests that may arise in their area.	$7.53	$1,808.00
1	6	clean and sanitize all restrooms, perform all duties from activity sheets lists applicable to restroom cleaning.	$7.53	$ 904.00
1	8	Supervisor: inspect all work and make sure all work is being performed as to specs., sweep and mop all tile flooring, clean basement.	$9.14	$1,463.00
Total Payroll				$4,175.00

Loaded Payroll Includes: FICA tax, Fed. Unem., St. Unem., Medicare	$ 630.00
Supplies, chemicals, equipment, uniforms.	$ 485.00
Can Liners	$ 215.00
Overhead.	$ 435.00
Profit and unexpected expenses.	$ 350.00

MONTHLY TOTAL $ 6,290.00

ANNUAL $ 75,480.00

$ .069 Sq. Ft.

Ogden Courts
2525 Grant Ave.
Ogden, Utah

YEAR FOUR

# emp.	# hrs.	Duties	Rate per month	Rate per hour
2	6	empty all trash receptacles, vacuum all carpeted areas, dust (all phases), spot clean carpet, spot clean walls, perform all duties on activity lists, that are applicable to their area, answer to any problems or requests that may arise in their area.	$7.71	$1,852.00
1	6	clean and sanitize all restrooms, perform all duties from activity sheets lists applicable to restroom cleaning.	$7.71	$ 926.00
1	8	Supervisor: inspect all work and make sure all work is being performed as to specs., sweep and mop all tile flooring, clean basement.	$9.36	$1,499.00
Total Payroll				$4,277.00

Loaded Payroll Includes: FICA tax, Fed. Unem., St. Unem., Medicare	$ 645.00
Supplies, chemicals, equipment, uniforms.	$ 495.00
Can Liners	$ 225.00
Overhead.	$ 445.00
Profit and unexpected expenses.	$ 360.00

MONTHLY TOTAL $ 6,447.00

ANNUAL $ 77,364.00

$ .070 Sq. Ft.

Ogden Courts
2525 Grant Ave.
Ogden, Utah

YEAR FIVE

# emp.	# hrs.	Duties	Rate per month	Rate per hour
2	6	empty all trash receptacles, vacuum all carpeted areas, dust (all phases), spot clean carpet, spot clean walls, perform all duties on activity lists, that are applicable to their area, answer to any problems or requests that may arise in their area.	$7.90	$1,898.00
1	6	clean and sanitize all restrooms, perform all duties from activity sheets lists applicable to restroom cleaning.	$7.90	$ 949.00
1	8	Supervisor: inspect all work and make sure all work is being performed as to specs., sweep and mop all tile flooring, clean basement.	$9.60	$1,536.00
Total Payroll				$4,383.00

Loaded Payroll Includes: FICA tax, Fed. Unem., St. Unem., Medicare	$ 660.00
Supplies, chemicals, equipment, uniforms.	$ 505.00
Can Liners	$ 225.00
Overhead.	$ 455.00
Profit and unexpected expenses.	$ 370.00

MONTHLY TOTAL $ 6,598.00

ANNUAL $ 79,176.00

$ .072 Sq. Ft.