

Vendor #: 38766B
CC: 9103900000
Contract Amount: \$527,920.00

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
JANITORIAL SERVICE
CONTRACT AGREEMENT
Natural Resources & Wildlife Resources**

Contract # 046285

Amendment # 1

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between DAWES JANITORIAL, whose address is 743 Kensington Avenue, Salt Lake City, Utah 84105, 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 April 1, 2004, and terminates on March 31, 2009.

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 reduce the daily man hours from 45 hours per day to 36 hours per day.
All waxed floors will be buffed one time per month instead of two times per month.
Extraction of elevator carpet will be done every other month instead of weekly.
Sweeping & Mopping of all stairwells will be done weekly instead of daily.
Vacuuming of all carpeted areas including elevators and walk-off mats will be done every other day instead of daily.
Microwaves will no longer be cleaned.
Shower rooms will be cleaned on Monday, Wednesday, and Friday instead of daily.
Interior perimeter glass will be cleaned one time yearly instead of twice yearly.

ARTICLE 10. CONTRACT SUM PAYMENT

Contract Cost To Date:

Original contract amount	\$582,920.00	
Amendment # 1	<\$ 55,000.00>	change in daily hours from 45 to 36 hours per day.
Total	\$527,920.00	not to exceed, not guaranteed

Salt Lake City\Northwest\01625\isfcontracts\service contracts\046285.01
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8/19/04

ARTICLE 11. CONTRACT SUM PAYMENT

Natural Resources

For beginning period September 1, 2004 through March 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Twenty-Four Thousand Five Hundred Fifty-Six Dollars (\$24,556.00) paid in monthly installments of Three Thousand Five Hundred Eight Dollars (\$3,508.00) each, as payment for full services performed during that period.

For beginning period April 1, 2005 through March 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Forty-Two Thousand Ninety-Six Dollars (\$42,096.00) paid in monthly installments of Three Thousand Five Hundred Eight Dollars (\$3,508.00) each as payment for full services performed during that period.

For beginning period April 1, 2006 through March 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Forty-Two Thousand Ninety-Six Dollars (\$42,096.00) paid in monthly installments of Three Thousand Five Hundred Eight Dollars (\$3,508.00) each as payment for full services performed during that period.

For beginning period April 1, 2007 through March 31, 2008, the Contractor agrees to accept for full performance under the contract the sum of Forty-Two Thousand Ninety-Six Dollars (\$42,096.00) paid in monthly installments of Three Thousand Five Hundred Eight Dollars (\$3,508.00) each as payment for full services performed during that period.

For beginning period April 1, 2008 through March 31, 2009, the Contractor agrees to accept for full performance under the contract the sum of Forty-Two Thousand Ninety-Six Dollars (\$42,096.00) paid in monthly installments of Three Thousand Five Hundred Eight Dollars (\$3,508.00) each as payment for full services performed during that period.

Wildlife Resources

For beginning period August 1, 2004 through March 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Forty Thousand Nine Hundred Ninety-Two Dollars (\$40,992.00) paid in monthly installments of Five Thousand One Hundred Twenty-Four Dollars (\$5,124.00) each, as payment for full services performed during that period.

For beginning period April 1, 2005 through March 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Sixty-One Thousand Four Hundred Eighty-Eight Dollars (\$61,488.00) paid in monthly installments of Five Thousand One Hundred Twenty-Four Dollars (\$5,124.00) each, as payment for full services performed during that period.

For beginning period April 1, 2006 through March 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Sixty-One Thousand Four Hundred Eighty-Eight Dollars (\$61,488.00) paid in monthly installments of Five Thousand One Hundred Twenty-Four Dollars (\$5,124.00) each, as payment for full services performed during that period.

Janitorial Service Contract
Natural Resources & Wildlife Resources
Contract #046285 Amendment 01

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For beginning period April 1, 2007 through March 31, 2008, the Contractor agrees to accept for full performance under the contract the sum of Sixty-One Thousand Four Hundred Eighty-Eight Dollars (\$61,488.00) paid in monthly installments of Five Thousand One Hundred Twenty-Four Dollars (\$5,124.00) each, as payment for full services performed during that period

For beginning period April 1, 2008 through March 31, 2009, the Contractor agrees to accept for full performance under the contract the sum of Sixty-One Thousand Four Hundred Eighty-Eight Dollars (\$61,488.00) paid in monthly installments of Five Thousand One Hundred Twenty-Four Dollars (\$5,124.00) each, as payment for full services performed during that period.

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:
DAWES JANITORIAL

**STATE OF UTAH/DIV. OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

Harold 8-20-04
Name Date
Owner

Jake Jacobson 8/25/04
Name Date
Jake Jacobson
Managing Facilities Coordinator

ATTEST

APPROVED/FUNDS AVAILABILITY:

Secretary/Officer/Witness Date

David D. Williams, Jr. 8/25/04
Name Date
David D. Williams, Jr.
Financial Manager

DPH SEP 16 2004
Name Date
Division of Purchasing

**CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE** SEP 20 2004
Name Date
Division of Finance

XXX

**STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
JANITORIAL SERVICE MAINTENANCE CONTRACT
NATURAL AND WILDLIFE RESOURCES
SOLICITATION NUMBER RF4121**

046285

THIS AGREEMENT made and entered into between DAWES JANITORIAL, whose address is 1224 EAST 5TH AVENUE, SALT LAKE CITY, UTAH 84105, 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
- Business license
- Insurance certificate
- Performance Bond
- Janitorial Plan
 - Quality Program
 - Screening & Hiring
 - References
 - Supervisor's resume
 - Specifications
 - Activity Task
 - Performance Log
 - Equipment
 - Cleaning products summary
- Cost Proposal – price sheet and cost breakdown sheet
 - Minimum daily man hours

THIS AGREEMENT shall commence on April 1, 2004, and continue until March 31, 2009.

WITNESSETH

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

Natural & Wildlife Resources
1636 West North Temple
Salt Lake City, 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. 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 a Performance Bond in the amount of \$115,600.00, which is one hundred percent (100%) of the current year contract amount. This Performance Bond shall be delivered to DFCM within fourteen (14) days of the contract award and prior to the commencement of work. The Performance Bond shall be required for each contract renewal year at 100% of the current renewal year contract amount.

April 1, 2004-March 31, 2005	\$115,600.00
April 1, 2005-March 31, 2006	\$115,600.00
April 1, 2006-March 31, 2007	\$115,600.00
April 1, 2007-March 31, 2008	\$115,600.00
April 1, 2008-March 31, 2009	\$115,600.00

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 death, 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

Natural Resources 1509

For the period beginning April 1, 2004 through March 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Sixteen Dollars (\$47,016.00) paid in monthly installments of Three Thousand Nine Hundred Eighteen Dollars (\$3,918.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2005 through March 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Sixteen Dollars (\$47,016.00) paid in monthly installments of Three Thousand Nine Hundred Eighteen Dollars (\$3,918.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2006 through March 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Sixteen Dollars (\$47,016.00) paid in monthly installments of Three Thousand Nine Hundred Eighteen Dollars (\$3,918.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2007 through March 31, 2008, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Sixteen Dollars (\$47,016.00) paid in monthly installments of Three Thousand Nine Hundred Eighteen Dollars (\$3,918.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2008 through March 31, 2009, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Sixteen Dollars (\$47,016.00) paid in monthly installments of Three Thousand Nine Hundred Eighteen Dollars (\$3,918.00) each, as payment for full services performed during that period.

046285

Wildlife Resources 1510

For the period beginning April 1, 2004 through March 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$68,568.00) paid in monthly installments of Five Thousand Seven Hundred Fourteen Dollars (\$5,714.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2005 through March 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$68,568.00) paid in monthly installments of Five Thousand Seven Hundred Fourteen Dollars (\$5,714.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2006 through March 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$68,568.00) paid in monthly installments of Five Thousand Seven Hundred Fourteen Dollars (\$5,714.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2007 through March 31, 2008, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$68,568.00) paid in monthly installments of Five Thousand Seven Hundred Fourteen Dollars (\$5,714.00) each, as payment for full services performed during that period.

For the period beginning April 1, 2008 through March 31, 2009, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Eight Thousand Five Hundred Sixty-Eight Dollars (\$68,568.00) paid in monthly installments of Five Thousand Seven Hundred Fourteen Dollars (\$5,714.00) 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	\$577,920.00	Natural Resources	\$47,016.00 @5 = \$235,080.00
		Wildlife Resources	\$68,068.00 @5 = \$342,840.00
Tag Items	\$ 5,000.00	One Thousand a Year for Five Years	
Total Contracted Amount	\$582,920.00	not to exceed, not guaranteed	

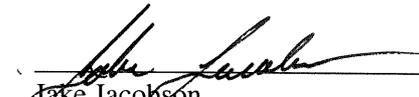
IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

CONTRACTOR:
DAWES JANITORIAL

STATE OF UTAH/DIV. OF FACILITIES
CONSTRUCTION AND MANAGEMENT



Jody Miller
Title: _____
Date: 4-26-04



Jake Jacobson
Managing Facilities Coordinator
Date: 4/26/04

ATTEST

APPROVED/FUNDS AVAILABILITY

Heidi Promell 04-26-04
Secretary/Officer/Witness Date

David D. Williams, Jr. 4/30/04
Financial Manager Date

DP Hillino MAY 28 2004
Division of Purchasing Date

**CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE** JUN - 4 2004
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 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

Specifications

Daily Cleaning

Empty all trash receptacles and replace liners as needed.

Wipe out all trash receptacles as needed.

Vacuum all carpeted areas including elevators and walk-off mats.

Clean entries* as follows including Smoking Shelters:

- Glass
- Garbage
- Ashtrays
- Walk-off mats
- Sweep a minimum of 5 feet beyond drip line of building
- Clean benches and chairs in Smoking Shelters

*High traffic entries will be done twice per day.

Spot clean all walls paying close attention to public areas.

Disinfect all public telephones including ear and mouth piece.

Wipe handrails on all stairs.

Clean all conference and committee room tables. This will be done more frequently as needed.

Clean White Boards in conference and committee rooms ONLY IF CLEARED.

Re-set chairs and tables to standard positions in conference and committee rooms. This will be done more frequently as needed.

Polish stainless steel on all elevators.

Clean fingerprints from door frames and light switches.

Spot clean the following areas:

- Glass doors
- Partition glass
- Glass desk tops
- Fitness Center walls and mirrors

Damp wipe tables in break rooms.

Spot clean chairs.

Clean microwaves inside and out.

Clean and disinfect sinks in all break rooms.

Spot clean refrigerator door fronts located in break rooms.

Spot clean cabinet fronts in all break rooms.

Clean and sanitize counters in all break rooms.

Refill all paper towel and soap as needed in break rooms.

Clean and disinfect toilets and urinals.

Clean and disinfect restroom basins and attached fixtures.

Wash walls around dispensers and toilets.

Fill paper product in restrooms as follows:

- Toilet tissue
- Seat covers
- Paper towel
- Hand soap

Clean mirrors in all restrooms.

Polish bright work in restrooms as follows:

- Chrome fixtures
- Door handles
- Paper machines (women's sanitary, paper towel, toilet paper and seat cover)
- Railings
- Kick plates

Sweep all restroom floors.

Mop all restroom floors using disinfectant.

Spot clean restroom walls and partitions.

Clean all showers.

Clean and polish drinking fountains.

Dust and/or wipe any spills from vending machines.

Spot clean all carpeted areas (report large or difficult spills to the supervisor for machine extraction).

Keep area around trash dumpster and dock clean.

Keep Janitor Closets neat and clean.

Sweep and mop all tile, marble and wood flooring, including all corridors and vestibules.

Sweep and Mop all stairwells.

This will be the minimum frequency provided for flooring and stairwells. However, due to visible foot traffic during rain and snow periods, the floors will be maintained at a higher frequency to provide a clean appearance and maintain a high level of safety.

Keep all equipment clean and in proper working order.

Turn off all lights upon completion of work, where and when applicable.

Lock all requested doors.

Report any Maintenance issues to D.F.C.M.

Weekly Cleaning

Dust all office areas as follows:

- Tops of cubicles
- Filing cabinets
- Furniture tops and sides
- Wall molding
- Baseboards
- Window sills
- Book cases
- Chair legs
- Fixtures

Only clear surface areas will be dusted. NO personal items on a desk or credenza will be moved.

Dust all public areas as follows:

- Benches
- Statues
- Stair banisters
- Picture frames
- Tops of display cases
- Silk plants in lobby areas
- Baseboards
- Ledges
- Restroom walls
- Restroom ceilings
- Restroom vents

Dust all Display Cases.

De-lime sinks in break rooms.

Squeegee all entrance glass top to bottom, interior and exterior.

Clean all elevator tracks.

Extract elevator carpet.

Clean all baseboards removing scuff marks.

Clean office chair mats during wet seasons.

Pour water down all restroom floor drains.

Twice Monthly

Machine scrub all tile, ceramic and stone floors to perform a deep cleaning.

Buff all waxed floors.

Once Monthly

Stock feminine products in dispensers located in all women's restrooms.

Detail vacuum corners and edges of all carpeted areas.

Dust and/or vacuum ceiling vents.

Dust venetian blinds.

Clean display cases using acrylic cleaner and soft cloth.

Clean office chair mats during dry seasons.

Vacuum all upholstery.

Damp wipe all vinyl and leather chairs and couches.

Squeegee Smoking Shelter windows top to bottom, interior and exterior.

Twice Yearly

Strip and refinish all waxed flooring.

Clean partition glass in all office and public areas.

Clean interior perimeter glass.

Remove and clean plastic light coverings in all elevators.

Yearly

Clean all light fixtures.

Office Area Tasks Continued

Item	Performance Requirements	Actual Performance	M	T	W	Th	F	Supervisor Inspection Rating
16	Turn off all lights upon completion of work	5 X Weekly	X	X	X	X	X	
	Apagar todos las luces al termino el trabajo							
17	Lock all requested doors	5 X Weekly	X	X	X	X	X	
	Cerrar con seguro todos las puertas requeridas							
18	Report any maintenance issues to Supervisor	5 X Weekly	X	X	X	X	X	
	Reportar cualquier problemas de mantenimiento al Supervisor							
19	Return building keys & access cards to Supervisor	5 X Weekly	X	X	X	X	X	
	Regresar las llaves y targetas de acceso al Supervisor							
20	Dust in a rotating fashion with the following areas to be completed at the end of every week	Weekly-to be completed by Friday					X	
	Limpiar en forma rotacional con las siguientes areas al fin de cada semana							
a.	Tops of cubicles							
	Arriba de cubiculos							
b.	Filing Cabinets							
	Archivos							
c.	Furniture tops & sides							
	Muebles, arriba y a los lados							
d.	Wall Molding							
	Moldeadura de la pared							
e.	Baseboards							
	Bases							
f.	Window sills							
	Sellos de ventanas							
g.	Book cases							
	Librerias							
h.	Chair legs							
	Patas de sillas							
i.	Fixtures							
	Llaves							
21	Clean white boards in conference/committee rooms ONLY IF CLEARED	1 X per week					X	
	Limpiar las bases blancos en los cuartos de conferencia/comite, SOLO SI ESTAN DESOCUPADOS							

Building: Scott M. Matheson
Employee:

Restroom Area Tasks

Item	Performance Requirements	Actual Performance	M	T	W	Th	F	Supervisor Inspection Rating
1	Empty all trash receptacles	5 X Weekly	X	X	X	X	X	
	Vaciar todas las basuras							
2	Replace liners as needed	5 X Weekly	X	X	X	X	X	
	Cambiar las bolsas segun sea necesario							
3	Clean fingerprints from door frames & light switches	5 X Weekly	X	X	X	X	X	
	Limpiar huellas de los marros de puertas y apagadores							
4	Clean & disinfect toilets & urinals	5 X Weekly	X	X	X	X	X	
	Limpiar y desinfectar los inodoros y urinarios							
5	Clean & disinfect restroom basins & attached fixtures	5 X Weekly	X	X	X	X	X	
	Limpiar y desinfectar bases y conexiones en los banos							
6	Wash all walls around dispensers & toilets	5 X Weekly	X	X	X	X	X	
	Lavar paredes alrededor de depositos e inodoros							
7	Fill Paper Products	5 X Weekly	X	X	X	X	X	
	Rellenar de Products de Papel							
a.	Toilet Tissue							
	Papel Higienico							
b.	Seat Covers							
	Cubridor de iondoros							
c.	Paper Towel							
	Toallas de Papel							
d.	Hand Soap							
	Jabon de manos							
8	Clean Mirrors	5 X Weekly	X	X	X	X	X	
	Limpiar los Espejos							
9	Polish Bright Work	5 X Weekly	X	X	X	X	X	
	Pulir dar Brillo							
a.	Chrome Fixtures							
	Llaves de Acero							
b.	Door Handles							
	Chapas de Puertas							
c.	Dispensers							
	Maquinas							
d.	Railings							
	Agarraderas							
e.	Kick Plates							
	Metal de Patear en Base							
10	Sweep all floors	5 X Weekly	X	X	X	X	X	
	Barrer los Pisos							
11	Mop all Floors using disinfectant	5 X Weekly	X	X	X	X	X	
	Trapear los Pisos de con desinfectante							

Restroom Area Tasks Continued

Item	Performance Requirements	Actual Performance	M	T	W	Th	F	Supervisor Inspection Rating
12	Spot clean walls & partitions	5 X Weekly	X	X	X	X	X	
	Limpiar las paredes y establos							
13	Clean shower rooms	5 X Weekly	X	X	X	X	X	
	Limpiar rejaderas							
14	Clean & polish drinking fountains	5 X Weekly	X	X	X	X	X	
	Limpiar y Pulir las Fuentes de Agua							
15	Keep Janitor closet neat & clean	5 X Weekly	X	X	X	X	X	
	Mantener los cuartos del Conserje Limpios y Ordenados							
16	Turn off all lights upon completion of work	5 X Weekly	X	X	X	X	X	
	Apagar todas las luces al terminar trabajo							
17	Lock all requested doors	5 X Weekly	X	X	X	X	X	
	Cerrar con seguro todas las puertas requeridas							
18	Report any maintenance problems to your Supervisor	5 X Weekly	X	X	X	X	X	
	Reportar cualquier problemas de mantenimiento al Supervisor							
19	Return building keys & access cards to your Supervisor	5 X Weekly	X	X	X	X	X	
	Regresar las llaves y targetas de acceso al Supervisor							
	Weekly							
20	Pour water down all floor drains	1 X Weekly					X	
	Vaciar agua por las coladeras del piso							
21	Dust ceiling vents	1 X Weekly			X			
	Sacudir las ventilaciones de los techos							

Cost Proposal Price Sheet

Contract Name/Company
Address and Phone

Natural Resources &
Wildlife Resources
1636 West North Temple
Salt Lake City, Utah

|||||
Dawes Janitorial, Inc.
1224 E 5th Avenue
Salt Lake City, Ut. 84103

1. CONTRACT

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

Natural Resources ~65,311 square feet

1st Contract Year	\$ <u>47,016.00</u>	4th Contract Year	\$ <u>47,016.00</u>
2nd Contract Year	\$ <u>47,016.00</u>	5th Contract Year	\$ <u>47,016.00</u>
3rd Contract Year	\$ <u>47,016.00</u>		

Total cost for 5 years \$ 235,080.00

Wildlife Resources ~94,335 square feet

1st Contract Year	\$ <u>68,568.00</u>	4th Contract Year	\$ <u>68,568.00</u>
2nd Contract Year	\$ <u>68,568.00</u>	5th Contract Year	\$ <u>68,568.00</u>
3rd Contract Year	\$ <u>68,568.00</u>		

Total cost for 5 years \$ 342,840.00

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Contracts Coordinator following each periods completed work, along with the timesheets for that period. Each individual timecard/timesheet will need to be signed by that employee stating that the time is accurate.

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	\$ <u>11.75</u>	Lead Person	\$ <u>10.00</u>
Porter or Matron	\$ <u>9.50</u>	Janitor	\$ <u>7.00</u>
Floor Person	\$ <u>9.50</u>	Utility	\$ <u>7.00</u>
Other	\$ <u>9.50</u>	Other	\$ <u>7.00</u>

Proposed Minimum Daily Man Hours 45

Salary Breakdown per Position	Hours	Rate	Daily Cost
Supervisor	4	\$9.75	\$39.00
Lead Janitor	8	\$8.00	\$64.00
Cleaning Crew	33	\$6.50	\$214.50
Total	45		\$317.50

\$317.50 X 21.85 days per month = \$6937.38 per month

Payroll Taxes and WCF	Rate	Daily Cost
FICA	0.062	\$19.68
Medicare	0.0145	\$4.60
Utah Unemployment	0.012	\$3.81
FUTA	0.008	\$2.54
Workers Compensation Fund	0.0378	\$12.00
Total		\$42.63

\$42.63 X 21.85 days per month = \$931.47 per month

Monthly Operating Expenses	
Salaries and Wages	\$6,937.38
Payroll Taxes & WCF	\$931.47
Officers Wages	\$107.00
Performance Bond	\$200.00
General Liability Insurances	\$139.08
Theft Bond	\$6.10
Pagers	\$12.00
Uniforms	\$21.00
Payroll Services	\$17.19
Trash Can Liners	\$115.00
Cleaning Supplies	\$520.00
Equipment Repair and/or Replacement	\$25.00
Office Expenses	\$32.00
Legal & Accounting Services	\$17.00
Business & Corporate Licensing	\$4.60
Mobile Phones	\$12.00
Miscellaneous Expense	\$40.00
(Raises, damage expense, equipment rental, bonuses)	
Profit	\$495.18
Total per Month	\$9,632.00
Total per Year	\$115,584.00
Total 5 Year Contract	\$577,920.00

Proposed Daily Minimum Hours

Hours per Day

Restrooms	5.5
1 st Floor Office Cleaning	6.5
2 nd Floor Office Cleaning	6.5
3 rd Floor Office Cleaning	6.5
Sweeping and Mopping Floors and Stairs	4
Buffing	2
Carpet Cleaning	1.5
Break rooms and Cafeterias	1.5
Entries	2
Year End	5
(Window cleaning, stripping and waxing of floors, Cleaning of Light fixtures, etc.)	
Supervisor	4
Total	45