066126

Vendor #:37979B
Commodity code: 91039000000
Contract Amount: $84,812.00

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
JANITORIAL SERVICE CONTRACT AGREEMENT
Department of Human Services & Division of Youth Corrections Court
3522 South 700 West
Salt Lake City, Utah
Bid Number RF6055

THIS AGREEMENT made and entered into between EXECUTIVE JANITORIAL, whose address is 2114 South 1100 East, Salt Lake City, Utah 84106, 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):

JANITORIAL SPECIFICATIONS
STANDARD TERMS AND CONDITIONS

THIS AGREEMENT shall commence on January 1, 2006, and continue until December 31, 2010. Either party may notify the other in writing at least sixty (60) days prior to canceling the contract.

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 thus 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

DHS/DYC Courts
3522 South 700 West
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 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.
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 Rule R477-15 which prohibits unlawful 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 an irrevocable letter of credit in the amount of $3,016.80. This is twenty percent (20%) of the first year contract. 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 in the current renewal year contract amount.

January 2006 – December 31, 2006	$3,016.00
January 2007 – December 31, 2007	$3,144.00
January 2008 – December 31, 2008	$3,144.00
January 2009 – December 31, 2009	$3,328.80
January 2010 – December 31, 2010	$3,328.80

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 □Drawn under Irrevocable Leter 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 containing provisions satisfactory to the Division, such public, contingent and employees liability compensation insurance and other employee benefit acts and from any and all claims for damage for personal injury, 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 provisions 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 enforce 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 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 and 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 5. LABOR, EQUIPMENT AND SUPPLIES

(a) Unless otherwise specified in the Specification - Work Schedule, the Contractor shall furnish all labor, tools and equipment, cleaning compounds and chemicals or as directed on the Individual Building Specification - Work Schedule.

(b) The Contractor may store his tools and equipment in an orderly manner on the Division's premises wholly at his 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 6. 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 by giving written notice with or without cause to the other party at least sixty (60) calendar days prior to the termination date under the contract. Any such termination shall be effected by delivery to Contractor of said written notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. The Contractor acknowledges that in the event of such termination, their total remedy and monetary recovery from the Owner is limited to full payment for all work performed under this contract up to the date of termination.

(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 7. 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 so 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 8. 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 9. 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 10. CONTRACT SUM PAYMENT

For the period beginning January 1, 2006 through December 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Fifteen Thousand Eighty-Four Dollars ($15,084.00), paid in monthly installments of One Thousand Two Hundred Fifty-Seven Dollars ($1,257.00) each, as payment for full services performed during this period.

For the period beginning January 1, 2007 through December 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Fifteen Thousand Seven Hundred Twenty Dollars ($15,720.00), paid in monthly installments of One Thousand Three Hundred Ten Dollars ($1,310.00) each, as payment for full services performed during this period.

For the period beginning January 1, 2008 through December 31, 2008, the Contractor agrees to accept for full performance under the contract the sum of Fifteen Thousand Seven Hundred Twenty Dollars ($15,720.00), paid in monthly installments of One Thousand Three Hundred Ten Dollars ($1,310.00) each, as payment for full services performed during this period.

For the period beginning January 1, 2009 through December 31, 2009, the Contractor agrees to accept for full performance under the contract the sum of Sixteen Thousand Six Hundred Forty-Four Dollars ($16,644.00), paid in monthly installments of One Thousand Three Hundred Eighty-Seven Dollars ($1,387.00) each, as payment for full services performed during this period.

For the period beginning January 1, 2010 through December 31, 2010, the Contractor agrees to accept for full performance under the contract the sum of Sixteen Thousand Six Hundred Forty-Four Dollars ($16,644.00), paid in monthly installments of One Thousand Three Hundred Eighty-Seven Dollars ($1,387.00) each, as payment for full services performed during this period.

066126

Original Contract	$79,812.00	
Tag Items	$ 5,000.00	$1,000.00 per year for five years
	~~$84,000.00~~	not to exceed, not guaranteed
	$ 84,812.00	

All original time cards and sign-in-sheets shall be submitted to Division by Contractor with payment invoices. Failure to supply said documents may result in the delay of payments.

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

CONTRACTOR:
EXECUTIVE JANITORIAL

Name Jonathan Ercanbrack Date
Title: Manager 12/8/05

ATTEST

Secretary/Officer/Witness 12/08/05 Date

STATE OF UTAH/DIV. OF FACILITIES CONSTRUCTION AND MANAGEMENT

Jake Jacobson 12/13/05
Jake Jacobson Date
Managing Facilities Coordinator

APPROVED/FUNDS AVAILABILITY:

David D. Williams, Jr. 12/13/05
David D. Williams, Jr. Date
Division Administrative Services Director

Division of Purchasing 12/29/05 Date

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE JAN - 4 2006

Division of Finance Date

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Revision date: Nov 21, 2003)

SPECIFICATIONS
JANITORIAL SERVICE CONTRACT
DEPARTMENT OF HUMAN SERVICES/DIVISION OF YOUTH CORRECTIONS COURT
RX 100 64M80000009
Solicitation Number RF6055

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

DHS/DYC Courts ~21,000 square feet
3522 South 700 West
Salt Lake City, Utah

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. Exempt Areas

Areas specifically exempt from cleaning are not included in the listed square footage figures. These specific areas are:

Supply and Storage Areas
Mechanical and Equipment Areas

II. Security

1. Each workperson shall be uniformed in a common uniform representing and identifying the contractor. Workpersons and supervisors shall at all times wear this identifying uniform on the premises.

2. There will be no visitors (friends, children, etc.) of workpersons allowed on the premises during working hours.

III. Safety

1. The contractor shall make every effort to protect and keep safe anyone in the facilities 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 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.

6. Building keys shall be picked up at the beginning of each shift and upon completion of each days work returned to Protective Services by Contractor's supervisors. 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).

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 a Materials Safety Data Sheet (MSDS) attached and MSDS sheets must be maintained on premises.

2. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, light plastic deodorant blocks, etc., shall be supplied by the Division and installed by the contractor. Garbage can liners will be supplied by the Contractor.

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 contained in 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 designated work uniform in a clean, well-maintained condition;

7. All *"No Smoking"* ordinances, rules and policies shall be strictly observed in facility included in this janitorial contract.

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 the parties, unless stipulated in the proposal. 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 is minimum wage.

VIII. Special Work Required

1. The contractor shall coordinate with the Division's representative so as to perform all work under this contract without disrupting normal facility function.

2. As part of this contract, the Contractor shall provide cleanup services after any function scheduled, including cleaning up of debris, spot cleaning floor, spilled drink cleanup, putting away any equipment used for the function and buffing or vacuuming floor in the area. These services shall be provided prior to 8:00 a.m. the following day. These services shall be performed after the scheduled function in lieu of providing full services in the affected areas before the function.

IX. Work Performed

1. The contractor shall provide sufficient workmen on a five (5) day a week basis, Monday through Friday, to adequately perform the work. Work shall be accomplished between the hours of 5:30 p.m. and 9:30 p.m. Authorized state holidays shall be excluded. A time clock will need to be put into the building and each employee will need to sign in and out each work day. The contractor shall provide the original time cards to verify hours worked. All original time cards and sign-in sheets shall be submitted to Division by contractor with payment invoices. All invoices will cover one month period from the first day through the end of the current month. Time cards will need to be submitted from the first to the last day of the month worked.

2. The contractor shall provide the following man-hours daily:

   7 hours minimum daily

   If the contractor fails to provide the labor man-hours established, 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 workperson using a communication system jointly agreed upon by the Division and the contractor.

4. All resilient floors shall be stripped and waxed, as requested, using a polymer interlock wax. The specific floor stripping procedure, intended to provide a complete strip, even seal and re-wax with no wax buildup, shall be prepared by the successful vendor.

5. All carpet, especially in traffic areas, shall be spot cleaned daily. Carpeting in high traffic areas shall be cleaned using the bonnet method as needed or upon request.

X. 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. The days of performance of non-daily 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.

Daily Duties

Empty all trash containers;
Dust mop or vacuum hallways and entries;
Spot clean hallway walls;
Clean and polish drinking fountains;
Clean entry glass;
Clean all entries at least five (5) feet beyond drip line;
Empty and thoroughly clean ashtrays and sand urns;
Re-set chairs to standard positions in meeting rooms;
Spot clean all carpet;
Wipe down lunchroom and breakroom tables and chairs;
Clean conference tables;
Clean sinks and counter tops in office kitchen areas;
Clean restroom mirrors;
Clean restroom fixtures;
Clean restroom floors;
Wet mop restroom floors and keep sealed and polished as needed;
Clean restroom walls and partitions;

Furnish and stock feminine hygiene products in dispensers located in women's restrooms;
Keep area around trash dumpster clean;
Broom in front of all entrances five (5) feet beyond drip line;
Shake and clean all entry walk-off mats;
Turn off all lights;
Secure building at 6:00 p.m.;
Lock all interior and exterior doors at completion of work;
Final lockup at 9:30 p.m. and setting alarms as required.

Every Other Day Duties

Spray buff all tile floors.

Monday, Wednesday and Friday Duties

Vacuum all offices;
Hand broom corners in corridors and halls;
Spot clean office and hall walls;
Clean around light switches;
Clean doors and door frames;
Damp mop computer rooms with water only;
Sanitize restroom fixtures, floors, walls and partitions;
Hand broom corners in corridors and stair banisters;
Polish bright work areas often touched;
Clean and polish all handrails and banisters.

Weekly Duties (Same Day Each Week)

Broom outside steps and landing areas to base of stairs;
Vacuum traffic areas;
Vacuum all upholstery (chairs and couches);
Dust furniture;
Dust and clean window sills;
Dust and clean mopboards;
Dust and clean tops of partitions;
Clean all janitorial equipment and janitorial closets.

Monthly Duties (First Working Day Each Month)

Damp wipe all vinyl chairs and couches in offices, conference rooms and halls;
Dust all surface areas as necessary, clearing cobwebs, etc.

Quarterly Duties (January 15, April 15, July 15, October 15)

Dust and vacuum all air diffusers and grills;
Scour clean all office and hall trash containers.

Semi-Annual Duties

Clean and treat all vinyl, leather, and upholstery chairs and couches;
Vacuum draperies;
Strip and re-finish floors or as needed;

Clean all partition glass (or as needed);
Clean levelor blinds - April and November;
Clean exterior and interior windows, April 15-May 15 and October 15-November 15, making certain all windows are locked and secure at completion of work. Proper safety equipment shall be worn by Contractor's employees during all phases of window cleaning. Safety methods are to be approved by Facilities Coordinator and meet OSHA standards prior to performing this duty.

XXX

JANITORIAL BID SUMMARY SHEET
SOLICITATION # RF6055
RX 100 64M80000009

BUILDING:
DHS/DYC Courts

3522 South 700 West

Salt Lake City, Utah

SUBMITTED BY:

Executive Janitorial Services, Inc.

1. CONTRACT

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

DHS/DYC Courts Building:

1st Contract Year $ 1257.00
2nd Contract Year $ 1310.00
3rd Contract Year $ 1310.00
4th Contract Year $ 1387.00
5th Contract Year $ 1387.00

Total cost for 5 years $ 6651.00

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Division within five (5) days following each periods completed work, **along with the timesheets for that period**. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each year may be requested.

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	$ 11	Lead Person	$ 9.40
Porter or Matron	$ 10	Janitor	$ 9.40
Floor Person	$ 11	Utility	$ —
Other	$ 11	Other	$ —