Vendor #:12042H
Commodity code: 91039000000
Contract Amount: $1,597,595.80

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
JANITORIAL SERVICE MAINTENANCE CONTRACT
DOWNTOWN AREA LOCATIONS
SOLICITATION NUMBER RF6042

066127

THIS AGREEMENT made and entered into between R.B. DAVIS & COMPANY, whose address is 215 S. MOUNTAINLANDS DR. OREM, UTAH 84058, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as the "DIVISION".

WHEREIN IT IS MUTUALLY AGREED TO AS FOLLOWS:

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

- Standard Terms and Conditions - Exhibit A
- Business license
- Insurance certificate
- Performance Bond
- Janitorial Plan
  - Cleaning products summary
  - Supervisor's resume
  - Quality program
  - Specifications
  - Performance log
  - Activity Task
  - References
  - Equipment
- Cost Proposal – price sheet and cost breakdown sheet
  - Minimum daily manhours

THIS AGREEMENT shall commence on December 1, 2005, and continue until November 30, 2010.

W I T N E S S E T H

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

ARTICLE 1. DESIGNATED WORK

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

Area Serviced

Heber Wells Building
160 East 300 South
Department of Workforce Services Administration
140 East 300 South
Department of Workforce Services Metro
720 South 200 East
Rio Grande Depot
300 Rio Grande Street
Archives Building
346 Rio Grande Street
Utah Art Collection
310 West 500 South
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.

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

ARTICLE 3. PERMITS AND LICENSE

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

ARTICLE 4. SURETY AND GUARANTEE

(a) The Contractor shall provide a Performance Bond in the amount of $315,996.00, 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.

December 1, 2004-November 30, 2005	$315,996.00
December 1, 2005-November 30, 2006	$315,996.00
December 1, 2006-November 30, 2007	$317,576.04
December 1, 2007-November 30, 2008	$319,163.88
December 1, 2008-November 30, 2009	$319,163.88

ARTICLE 5. INSURANCE

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

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

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

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

ARTICLE 6. LABOR, EQUIPMENT AND SUPPLIES

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

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

(c) The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Specifications which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Specifications and shall be subject to

inspection and approval of the Division or its authorized representative. The relationship of the Contractor to the Division hereunder is that of an independent contractor.

ARTICLE 7. CANCELLATION, RENEWAL, CANCELLATION FOR CAUSE

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

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

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

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

ARTICLE 8. INSPECTION OF WORK

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

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

ARTICLE 9. NON-ASSIGNMENT

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

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

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

ARTICLE 10. COST AND ATTORNEY'S FEES

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

ARTICLE 11. CONTRACT SUM PAYMENT

For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of Three Hundred Fifteen Thousand Nine Hundred Ninety-Six Dollars ($315,996.00) paid in monthly installments of Thirteen Thousand Seven Hundred Forty-Six Dollars ($26,333.00) each, as payment for full services performed during that period.

Heber Wells Building:
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Thirty-One Thousand Four Hundred Dollars ($131,400.00) paid in monthly installments of Ten Thousand Nine Hundred Fifty Dollars ($10,950.00) each, as payment for full services performed during that period.

DWS Administration Building
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Four Thousand Three Hundred Twenty-Eight Dollars ($104,328.00) paid in monthly installments of Eight Thousand Six Hundred Ninety-Four Dollars ($8,694.00) each, as payment for full services performed during that period.

DWS Metro
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Six Hundred Sixteen Dollars ($47,616.00) paid in monthly installments of Three Thousand Nine Hundred Sixty-Eight Dollars ($3,968.00) each, as payment for full services performed during that period.

Rio Grande Depot
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of Twenty-Two Thousand One Hundred Twenty-Eight Dollars ($22,128.00) paid in monthly installments of One Thousand Eight Hundred Forty-Four Dollars ($1,844.00) each, as payment for full services performed during that period.

Archives Building
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of Nine Thousand Nine Hundred Dollars ($9,900.00) paid in monthly installments of Eight Hundred Twenty-Five Dollars ($825.00) each, as payment for full services performed during that period.

Utah Art House
For the period beginning December 1, 2005 through November 30, 2006, the Contractor agrees to accept for full performance under the contract the sum of Six Hundred Twenty-Four Dollars ($624.00) paid in monthly installments of Fifty-Two Dollars ($52.00) each, as payment for full services performed during that period.

For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Three Hundred Fifteen Thousand Nine Hundred Ninety-Six Dollars ($315,996.00) paid in monthly installments of Thirteen Thousand Seven Hundred Forty-Six Dollars ($26,333.00) each, as payment for full services performed during that period.

Heber Wells Building:
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Thirty-One Thousand Four Hundred Dollars ($131,400.00) paid in monthly installments of Ten Thousand Nine Hundred Fifty Dollars ($10,950.00) each, as payment for full services performed during that period.

DWS Administration Building
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Four Thousand Three Hundred Twenty-Eight Dollars ($104,328.00) paid in monthly installments of Eight Thousand Six Hundred Ninety-Four Dollars ($8,694.00) each, as payment for full services performed during that period.

DWS Metro
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Six Hundred Sixteen Dollars ($47,616.00) paid in monthly installments of Three Thousand Nine Hundred Sixty-Eight Dollars ($3,968.00) each, as payment for full services performed during that period.

Rio Grande Depot
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Twenty-Two Thousand One Hundred Twenty-Eight Dollars ($22,128.00) paid in monthly installments of One Thousand Eight Hundred Forty-Four Dollars ($1,844.00) each, as payment for full services performed during that period.

Archives Building
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Nine Thousand Nine Hundred Dollars ($9,900.00) paid in monthly installments of Eight Hundred Twenty-Five Dollars ($825.00) each, as payment for full services performed during that period.

Utah Art House
For the period beginning December 1, 2006 through November 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Six Hundred Twenty-Four Dollars ($624.00) paid in monthly installments of Fifty-Two Dollars ($52.00) each, as payment for full services performed during that period.

For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of Three Hundred Seventeen Thousand Five Hundred Seventy-Six Dollars and 04/100 ($317,576.04) paid in monthly installments of Twenty-Six Thousand Four

Hundred Sixty-Four Dollars and 67/100 ($26,464.67) each, as payment for full services performed during that period.

Heber Wells Building:
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Thirty-One Thousand Seven Hundred Ninety-Three Dollars and 96/100 ($131,793.96) paid in monthly installments of Ten Thousand Nine Hundred Eighty-Two Dollars and 83/100 ($10,982.83) each, as payment for full services performed during that period.

DWS Administration Building
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Four Thousand Eight Hundred Dollars and 08/100 ($104,800.08) paid in monthly installments of Eight Thousand Seven Hundred Thirty-Three Dollars and 34/100 ($8,733.34) each, as payment for full services performed during that period.

DWS Metro
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of Forty-Seven Thousand Nine Hundred Ninety-Six Dollars and 40/100 ($47,996.40) paid in monthly installments of Three Thousand Nine Hundred Ninety-Nine Dollars and 70/100 ($3,999.70) each, as payment for full services performed during that period.

Rio Grande Depot
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of Twenty-Two Thousand Two Hundred Thirty Dollars and 36/100 ($22,230.36) paid in monthly installments of One Thousand Eight Hundred Fifty-Two Dollars and 53/100 ($1,852.53) each, as payment for full services performed during that period.

Archives Building
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of Nine Thousand Nine Hundred Sixty-Four Dollars and 92/100 ($9,964.92) paid in monthly installments of Eight Hundred Thirty Dollars and 41/100 ($830.41) each, as payment for full services performed during that period.

Utah Art House
For the period beginning December 1, 2007 through November 30, 2008, the Contractor agrees to accept for full performance under the contract the sum of Seven Hundred Ninety Dollars and 32/100 ($790.32) paid in monthly installments of Sixty-Five Dollars and 86/100 ($65.86) each, as payment for full services performed during that period.

For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of Three Hundred Nineteen Thousand One Hundred Sixty-Three Dollars and 88/100 ($319,163.88) paid in monthly installments of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and 99/100 ($26,596.99) each, as payment for full services performed during that period.

Heber Wells Building:
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Thirty-One Thousand Four Hundred Fifty-Three Dollars ($132,453.00) paid in monthly installments of Eleven Thousand Thirty-Seven Dollars and 75/100 ($11,037.75) each, as payment for full services performed during that period.

DWS Administration Building
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of One Hundred Five Thousand Three Hundred Twenty-Four Dollars ($105,324.00) paid in monthly installments of Eight Thousand Seven Hundred Seventy-Seven Dollars ($8,777.00) each, as payment for full services performed during that period.

DWS Metro
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of Forty-Eight Thousand One Hundred Sixteen Dollars and 40/100 ($48,116.40) paid in monthly installments of Four Thousand Nine Dollars and 70/100 ($4,009.70) each, as payment for full services performed during that period.

Rio Grande Depot
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of Twenty-Two Thousand Three Hundred Forty-One Dollars and 48/100 ($22,341.48) paid in monthly installments of One Thousand Eight Hundred Sixty-One Dollars and 79/100 ($1,861.79) each, as payment for full services performed during that period.

Archives Building
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of Ten Thousand One Hundred Twenty-Three Dollars and 80/100 ($10,123.80) paid in monthly installments of Eight Hundred Twenty-Five Dollars ($843.65) each, as payment for full services performed during that period.

Utah Art House
For the period beginning December 1, 2008 through November 30, 2009, the Contractor agrees to accept for full performance under the contract the sum of Eight Hundred Five Dollars and 20/100 ($805.20) paid in monthly installments of Fifty-Two Dollars ($67.10) each, as payment for full services performed during that period.

For the period beginning December 1, 2009 through November 30, 2010, the Contractor agrees to accept for full performance under the contract the sum Three Hundred Nineteen Thousand One Hundred Sixty-Three Dollars and 88/100 ($319,163.88) paid in monthly installments of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and 99/100 ($26,596.99) each, as payment for full services performed during that period.

Heber Wells Building:
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Archives Building
For the period beginning December 1, 2009 through November 30, 2010, the Contractor agrees to accept for full performance under the contract the sum of Ten Thousand One Hundred Twenty-Three Dollars and 80/100 ($10,123.80) paid in monthly installments of Eight Hundred Twenty-Five Dollars ($843.65) each, as payment for full services performed during that period.

Utah Art House
For the period beginning December 1, 2009 through November 30, 2010, the Contractor agrees to accept for full performance under the contract the sum of Eight Hundred Five Dollars and 20/100 ($805.20) paid in monthly installments of Fifty-Two Dollars ($67.10) each, as payment for full services performed during that period.

A not to exceed amount of $2,000 Dollars per year will be allowed for Article 1, Paragraph C, of this Contract.

Original Contract	$1,587,895.80	
Tag Items	$ 10,000.00	Two Thousand a Year for Five Years
Total Contracted Amount	$1,597,895.80	not to exceed, not guaranteed

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

CONTRACTOR:
RB DAVIS & COMPANY

Nov 30, 2005

Shaun Davis — Date
Regional Manager

ATTEST

Secretary/Officer/Witness — Date

STATE OF UTAH/DIV. OF FACILITIES CONSTRUCTION AND MANAGEMENT

12/1/05

Jake Jacobson — Date
Managing Facilities Coordinator

APPROVED/FUNDS AVAILABILITY

11/30/05

David D. Williams, Jr. — Date
Division Administrative Services Director

DEC 20 2005

Division of Purchasing — Date

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE DEC 21 2005

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

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)

RESTROOM CLEANER'S TASK BREAKDOWN WORKSHEET

NIGHT SHIFT FOR HEBER WELLS AND DWS ADMINSITRATION 6:00PM TO 10:00PM

DAILY:

WEAR DISPOSABLE RUBBER GLOVES

FILL ALL CHEMICALS AND MOP BUCKETS FROM THE COMMAND CENTER ON THE FIRST FLOOR OF EACH BUILDING

EMPTY ALL TRASH CAN LINERS AND REPLACE WITH NEW GARBAGE LINERS

CLEAN AND DISINFECT WASH BASINS AND FIXTURES

COMPLETELY CLEAN, MOP AND DISINFECT SHOWERS

WIPE DOWN AND DISINFECT ALL PARTITION WALLS AND DOORS

WASH ALL WALLS AROUND DISPENSERS AND TOILETS/URINALS

FILL PAPER PRODUCTS TO INCLUDE: TOILET TISSUE, SEAT COVERS, PAPER TOWELS, HAND SOAP, TAMPON AND FEMININE NAPKIN DISPENSER

CLEAN MIRRORS

POLISH BRIGHT WORK TO INCLUDE CHROME FIXTURES, DOOR HANDLES, DISPENSERS, RAILINGS, KICK PLATES, ETC.

SWEEP AND MOP ALL RESTROOM FLOORS

DUST CEILING VENTS ONCE A WEEK

POUR WATER IN FLOOR DRAINS ONCE A WEEK

REPORT ANY MAINTENANCE PROBLEMS TO DFCM

DETAIL/UTILITY TASK BREAKDOWN WORKSHEET

EVENING SHIFT

DAILY:

SWEEP AND MOP ALL STAIRWELLS. WIPE DOWN WITH DISENFECTANT ALL HANDRAILS

CLEAN AND SANITIZE ALL ELEVATORS. VACUUM WITH BACKPACK OR UPRIGHT VACUUM.

WIPE DOWN EQUIPMENT IN THE GYM AREA, VACUUM AND MOP FLOORS

WORK WITH SUPERVISOR TO COMPLETE ANY SPECIAL REQUEST OR MONTHLY ITEMS ON THE CLEANING SPECIFICATIONS

WEEKLY:

PICK UP ANY DEBRIS AROUND DUMPSTER

MONTHLY:

HELP FLOOR TECHINICIAN WITH STRIPPING/WAXING VCT FLOORS, MARBLE AND TERRZZO FLOORS, AND MACHINE SCRUBBING OF RESTROOMS.

HELP WITH INTERIOR GLASS CLEANING 2X YEAR

FLOOR/CARPET TECHNICIAN TASK BREAKDOWN WORKSHEET

NIGHT SHIFT SCHEDULE FOR HEBER WELLS & DWS ADMINISTRATION, DAY SHIFT FOR DWS METRO AND RIO GRANDE

DAILY:

SWEEP AND MOP ALL VCT TILE, TERRAZZO AND MARBLE FLOORS. 1ST FLOOR HALLWAYS AND LOBBY MUST BE BURNISHED 2X WEEK. ALL OTHER VCT IN BREAK AREAS BURNISH 2X WEEK

EXTRACT ANY LARGE SPILLS OR SPOTS ON CARPET WITH NSS 8SC CARPET EXTRACTOR

BURNISH ONE-FIFTH OF ALL MARBLE FLOORS FOLLOWING THE SCHEDULE BELOW FOR RIO GRANDE:

MONDAY:	**SPRAY BUFF NORTH SIDE 2ND FLOOR**
TUESDAY:	**SPRAY BUFF SOUTH SIDE 2ND FLOOR**
WEDNESDAY:	**SPRAY BUFF NORTH SIDE 1ST FLOOR**
THURSDAY:	**SPRAY BUFF SOUTH SIDE 1ST FLOOR**
FRIDAY:	**SPRAY BUFF ALL ENTRYWAYS TO THE BUILDING**

MONTHLY:

MACHINE SCRUB ALL RESTROOM FLOORS

SEMI-ANNUAL:

STRIP AND WAX ALL VCT TILE FLOORS IN MARCH AND SEPTEMBER.

ANNUAL

STRIP AND RESEAL ALL TERRAZZO AND MARBLE FLOORS

MACHINE SCRUB CONCRETE FLOORS

EXTRACT PANEL WORK STATIONS AND CHAIRS
(LARGE AREAS WILL REQUIRE AN ADDITIONAL BILL)

CLEANING SPECIFICATIONS FOR HEBER WELLS COMPLEX (BUILDINGS)

DAILY DUTIES: MONDAY – FRIDAY

DAY PORTERS HEBER WELLS, DWS ADMINISTRATION, DWS METRO, RIO GRANDE AND ARCHIVES:

Carry a company provided pager and respond to any pages
Empty trashcans at all entryways and change liners 2X day
Spot clean entry door glass inside and out (3X each day)
Vacuum entryway mats and carpet 3X each day
Vacuum all carpeted areas (incl. Elevators & mats) (2X) day
Clean all restrooms (2X day)
Clean and disinfect cafeteria and break areas (2X day)
Clean entryways on Parking 1 and Parking 2 (2X day)
To include empty trash cans and replace liners, clean entry door glass inside and out, & sweep and mop lobby floors.
Wipe down exercise equipment in fitness center (DWS Admin)
Vacuum and mop floors in fitness center (DWS Admin)
Wipe clean and disinfect all handrails and side window glass
Keep Janitor closets neat & clean
Empty cigarette urns outside the buildings and pick up cigarette butts
Wipe clean all vending machines
Clean the Credit Union (DWS Admin)
Polish elevators inside and out and spot vacuum
Sweep the dock area (Heber Wells)
Clean and disinfect all public telephones
Pick up any trash at main entryways to the building
Pick up any trash around the dumpster
Pick up any debris in the building

OFFICE CLEANING: NIGHT CLEANING

Empty all trash receptacles each day and replace liners
Take trash to compactor and compact
Spot clean all walls especially public areas, light switches and doors
Clean all conference/committee room tables
Reset chairs/tables in conference/committee rooms
Clean fingerprints from doorframes & light switches
Spot clean class doors, partitions & desktops
Damp wipe tables in break rooms & kitchens

Spot clean chairs in break rooms & kitchens
Dust and wipe spills from vending machines
Dust and/or wipe spills from vending machines
Dust Venetian blinds (1X month)
Dust all HVAC vents (4X year)
Clean and disinfect desks cleared of paperwork
Clean doors and door frames
Clean white boards in conference/committee rooms ONLY IF CLEARED OF ALL WRITING
Sweep all floors
Mop all floors using disinfectant
Spot clean walls & partitions
Sweep and spot mop all public and employee stairwells
Keep all equipment clean and in working order
Turn off all lights upon completion of work. Lock all requested doors
Report any maintenance issues to Supervisor
Return building keys & access cards to Supervisor
Empty cigarette urns and pick up cigarette butts for all entryways to the building.
Clean and disinfect public telephones.
Dust, vacuum, wipe down benches, and spot clean carpets in lobby areas.
Spot clean all elevator cabs, buttons, interior and exterior metal surfaces.

Dust in a rotating fashion with the following areas to be completed at the end of every week

- Tops of cubicles
- Filing cabinets
- Furniture tops & sides
- Wall molding
- Baseboards
- Windowsills
- Bookcases
- Chair legs
- Fixtures

Sweep and spot mop stairwells
Spot clean all carpeted areas
Report large/difficult carpet spots to supervisor
Keep Janitor closet neat & clean
Punch in and out at time clock each night

WEEKLY DUTIES:
Vacuum all edges and corners
Spot clean any chairs, sofas or couches that are soiled
Thoroughly mop stairwells
Dust and disinfect all handrails in stairwells
Dust all upholstered furniture, then vacuum.
Dust ledges and windowsills.
Perform low dusting, including vertical sides of desks, chairs, etc.
Clean desks that have been cleared of paperwork.

Dust foyer furniture, corners and edges of carpeting.
Spot clean doors, doorframes, and partition frames.
Vacuum chairs
Dust the legs of all chair legs and wipe down
Spot clean around wall switches.
Spot carpet daily with extractor.
Dust telephones and machines.
Perform high dusting in bathrooms, special attention to removing cobwebs and dust from Corners and frills.
Remove build up from corners and edges of floors in bathrooms.
Clean and polish exterior surfaces of all existing vending machines.
Fill floor drains.
Spray buff all VCT floors (2X week)
Spray buff all terrazzo and marble floors.

MONTHLY DUTIES:

Perform high dusting.
Dust ledges, picture frames and decorative woodwork.
Brush down ceiling vents.
Edge vacuum carpeted areas.
Clean thresholds at the bottoms of doors.
Delime drinking fountains, sinks, fixtures, and shower stalls.
Clean and polish office doorknobs.
Scrub down public, employee, and prisoner stairwells.
Panic hardware on glass doors and other brigh-twork areas often touched.
Spot clean walls.
Spot clean upholstered furniture.
Dust and clean all Venetian blinds.
Dust and clean mopboards.
Polish all brass handrails and trim.
Clean all display cases inside and out
Vacuum all upholstery.
Sweep and mop computer and IT rooms.
Mop and burnish all terrazzo and marble floors.
Damp wipe all vinyl & leather chairs and couches.
Machine scrub all public & employee restroom floors.
Polish all brass handrails and trim work
Clean the elevator tracks for all elevators

CAFETERIA AND BREAK AERAS:
All duties will be completed 2X day by the day porter
And 1X for the night shift
Wipe and disinfect all tables and chairs
Rearrange tables and chairs after cleaning in an orderly manner
Clean microwaves inside and out

Wipe clean the front of vending machines
Disinfect all cabinets
Clean all refrigerators and ice makers
Empty trash and change garbage liners
Wash out trash cans (as needed)

RESTROOM CLEANING:

All restrooms will be cleaned 2X day by the day porter and 1X for the night shift

Empty all trash receptacles/replace as needed
Clean & disinfect toilets & urinals
Clean & disinfect restroom basins & attached fixtures
Completely clean, disinfect, and mop showers
Wipe down and disinfect all partition walls and doors
Wash all walls around dispensers & toilets
Fill paper products
- Toilet tissue
- Seat covers
- Paper towels
- Hand soap
- Tampon and Feminine Napkin dispensers

Clean Mirrors
Polish bright work
- Chrome fixtures
- Door handles
- Dispensers
- Railings
- Kick Plates

Sweep and mop all restroom floors
Sweep and mop elevator lobbies.
Dust ceiling vents (1X week)
Report any problems to maintenance

SEMI-ANNUAL DUTIES:

Thoroughly vacuum upholstered furniture.
Thoroughly clean all interior glass in April and October.
Strip/Wax all VCT floors in March and July.
Machine scrub ceramic tile floors in all Restrooms.
Clean all the woodwork in the buildings.

ANNUAL DUTIES:

Strip and reseal all terrazzo and marble floors.
Machine scrub concrete floors.
Wash out all garbage cans.
Vacuum all paneled workstations
Extract paneled workstation and chairs

If areas are small
(Large areas will be an extra bill)

DAY PORTERS DAY-TIME TASK BREAKDOWN WORKSHEET

DAY SHIFT SCHEDULES: HEBER WELLS AND DWS ADMINISTRATION 8:00AM TO 5:00PM, DWS METRO 6:00AM TO 2:30PM, 9:30AM TO 6:00PM, 2:00PM TO 6:00PM, RIO GRANDE 7:00AM TO 4:00PM AND ARCHIVES 12:00PM TO 4:00PM

DAILY:

CHECK WITH DFCM AND SECURITY TO SEE IF THERE ARE ANY PROBLEMS OR AREAS NEEDING IMMEDIATE ATTENTION

CARRY COMPANY PROVIDE PAGER AND RESPOND TO ANY PAGES

CLEAN ALL ENTRYWAYS 3X PER DAY (EMPTY TRASH CANS AND RESPLACE LINERS, SPOT CLEAN DOOR GLASS INSIDE AND OUT, VACUUM CARPET AND CARPET RUNNERS, PICK UP TRASH & DEBRIS)

CLEAN AND DISENFECT ALL RESTROOMS 2X PER DAY

CLEAN AND DISINFECT CAFETERIA AND BREAK AREAS 2X DAY

CLEAN PARKING 1 AND PARKING 2 AREAS

EMPTY ALL WASTEBASKETS AND REPLACE SOILED LINERS

PLACE ALL TRASH IN 44 GALLON BARREL, TIE KNOTS IN TOPS OF GARBAGE BAGS, AND TAKE OUT TO THE DUMPSTER

DUST THE TOPS OF ALL FILING CABINETS, CREDENZAS, BOOKSHELFS, WINDOW SILLS, FURNITURE TOPS AND SIDES, FIXTURES, AND BASEBOARDS

CLEAN AND DISINFECT ALL PUBLIC TELEPHONES

SPOT CLEAN WALLS

VACUUM ALL CARPETED AREAS

DISINFECT ALL TABLES AND CHAIRS IN BREAKROOM AND KITCHENS

CLEAN AND DISINFECT TOILETS AND URINALS, LAVATORY FIXTURES, SHOWER WALLS. POLISH ALL BRIGHTWORK

POLISH ALL METAL AND MIRRORS

MOP AND SANITIZE ALL FLOORS

CLEAN MICROWAVES INSIDE AND OUT

RESET ALL CHAIRS IN CONFERENCE ROOMS

WIPE CLEAN ALL WHITEBOARDS THAT HAVE BEEN CLEARED OF ALL WRITING

SPOT CLEAN INTERIOR GLASS

WIPE CLEAN AND POLISH ALL DRINKING FOUNTAINS

SPOT CLEAN CARPETS. REPORT ANY LARGE SPILLS TO WORKING SUPERVISOR

CLEAN ALL COPY ROOMS

CLEAN ALL ELEVATORS

SWEEP AND MOP ALL FLOORS

LOCK ALL DESIGNATED INTERIOR AND EXTERIOR DOORS

TURN OFF ALL LIGHTS

KEEP ALL JANITOR CLOSETS CLEAN AND TIDY

REPORT ANY MAINTENANCE ITEMS TO SUPERVISOR

RETURN ALL KEYS TO SECURITY

CLEAN AND DISINFECT ALL HANDRAILS

CLEAN AND DISINFECT THE FOLLOWING: TILE MOLDINGS, LOBBY CHAIRS, COFFEE TABLES

SPOT CLEAN CARPETS

SWEEP AND MOP STAIRWELLS; WIPE DOWN HANDRAILS

WEEKLY:

FILL ALL FLOOR DRAINS

WIPE THE BASES AND LEGS OF ALL TABLES AND CHAIRS

DUST WINDOW SILLS AND LEDGES

CLEAN THE TOPS OF ALL WHITEBOARDS, PICTURE FRAMES, AND DOOR FRAME MOLDINGS

SPOT CLEAN AROUND WALL SWITCHES

DUST TELEPHONES AND MACHINES

PERFORM LOW DUSTING, INCLUDING VERTICAL SIDES OF DESKS, CHAIRS, ETC.

PERFORM ALL HIGH DUSTING

MONTHLY:

POLISH ALL BRASS HANDRAILS AND TRIMWORK

DUST ALL CEILING VENTS

DUST LEDGES, PICTURE FRAMES AND DECORATIVE WOODWORK AND ALL CHAIR LEGS

SPOT CLEAN WALLS

SPOT CLEAN UPHOLSTERED FURNITURE

PANIC HARDWARE ON GLASS DOORS AND OTHER BRIGHTWORK AREAS OFTEN TOUCHED

DELIME DRINKING FOUNTAINS, SINKS, FIXTURES, AND SHOWER STALLS

CLEAN THRESHOLDS AT BOTTOM OF DOORS

EDGE VACUUM ALL CARPET

BRUSH DOWN CEILING VENTS

CLEAN ALL ELEVATOR TRACKS

DUST ALL VENETIAN BLINDS

DUST AND CLEAN ALL MOPBOARDS

CLEAN THE DISPLAY CASES INSIDE AND OUT

REFILL AND STOCK FEMININE NAPKIN/TAMPON PRODUCTS IN WOMENS RESTROOMS

DAMP WIPE ALL VINYL AND LEATHER CHAIRS/COUCHES

DUST ALL FAKE SILK PLANTS

CLEAN THE VAULT/FILE AREAS

MACHINE SCRUB LOBBY FLOOR AND RESTROOOM FLOORS

SEMI-ANNUAL DUTIES:

THOROUGHLY VACUUM UPHOLSTERED FURNITURE

SQUEEZE CLEAN ALL INTERIOR GLASS IN APRIL AND OCTOBER

WIPE DOWN ALL WOODWORK

ANNUAL DUTIES:

WASH OUT ALL GARBAGE CANS

WORKING SUPERVISOR'S TASK BREAKDOWN WORKSHEET

NIGHT SHIFT SCHEDULE 6:00PM TO 11:00PM

DAILY:

ENSURE ALL EMPLOYEES ARRIVE TO WORK AND PUNCH IN AT THE TIMECLOCK

TREAT ALL EMPLOYEES, CUSTOMERS, VISITORS, SECURITY PERSONNEL WITH RESPECT

TAKE RESPONSIBILITY AND ACCOUNTABILITY FOR ALL TASKS. YOU ARE ACCOUNTABLE FOR THE CLEANLINESS OF THE BUILDING AND FOR ALL WORK PERFORMED BY THE NIGHT SHIFT

PERFORM MINOR EQUIPMENT REPAIRS. SEND ALL EQUIPMENT THAT IS BROKEN TO BE REPAIRED AT WAXIE

TRAIN ALL EMPLOYEES ON PROPER CLEANING PROCEDURES USING THE BUTCHER'S TRAINING SYSTEM

TRAIN ALL EMPLOYEES ON CLEANING SPECIFICATIONS FOR THEIR AREAS

LABEL ALL SPRAY BOTTLES AND MAKE SURE MSDS SHEETS ARE KEPT IN THE MAIN JANITORS CLOSET FOR BOTH HEBER WELLS AND DWS ADMINISTRATION BUILDINGS

MAKE SURE COMMAND CENTERS FOR EACH JANITOR'S CLOSET IS FUNCTIONING PROPERLY AND DISPENSING THE CORRECT RATIO OF CHEMICAL TO WATER

DELIVER ALL PAPER PRODUCTS TO EACH JANITOR CLOSET

INSPECT THE BUILDING EACH NIGHT AND RECEIVE WRITTEN REPORTS AND INSPECTIONS FROM THE LEAD JANITORS

ORDER SUPPLIES AND EQUIPMENT AS NECESSARY

KEEP EQUIPMENT IN WORKING ORDER

INSPECT AND REINSPECT THE WORK FOR ALL NEW HIRES FOR THE FIRST THREE WEEKS

HAND OUT KEYS AND ACCESS CARDS EACH DAY TO EACH EMPLOYEE. COLLECT KEYS AND ACCESS CARDS AND THE COMPLETION OF WORK AND TURN INTO SECURITY

CHECK TO MAKE SURE ALL DESIGNATED DOORS AND LOCKED EACH DAY

FOLLOW UP ON ALL ASSIGNED TASKS, PROBLEMS, OR SPECIAL REQUESTS AND VISUALLY INPECT TO MAKE SURE THE ITEM OR ITEMS WERE COMPLETED SATISFACTORILY

ENSURE ALL ITEMS IN THE CONTRACT SPECIFICATIONS ARE MET AND THAT HOURS ARE COMPLETE EACH NIGHT

HIRE AND FIRE EMPLOYEES. COMPLETE DESIGNATED PAPERWORK AND BACKGROUND CHECKS

MAKE SURE ALL EMPLOYEES PUNCH OUT AT THE TIMECLOCK AT THE COMPLETION OF THEIR ASSIGNED SHIFT

WEEKLY:

COMPLETE A PERFORMANCE LOG ON EACH JANITOR AND TECHNICIAN. TURN IN REPORTS TO SHAUN ON MONDAY FOR THE PRECEEDING WEEK

CORRECT AND ADDRESS ANY DEFICIENCIES IN THE CLEANING. RETRAIN EMPLOYEES. ISSUE VERBAL AND WRITTEN REPRIMANDS UP TO AND INCLUDING TERMINATION OF EMPLOYMENT

INVESTIGATE AND COMPLETE ALL PAPERWORK FOR ANY WORKER'S COMPENSATION CLAIMS. TAKE ANY EMPLOYEE THAT IS HURT OR INJURED TO THE CLINIC OR EMERGENCY SECTION OF THE LOCAL HOSPITAL

RECEIVE WRITTEN REQUEST FROM SHAUN AND COMPLETE ASSIGNED TASKS EACH NIGHT

MONTHLY:

TURN IN A WRITTEN REPORT TO SHAUN FOR ALL MONTHLY ITEMS COMPLETED DURING THE MONTH

SPECIFY DATES ITEMS WERE COMPLETED SUCH AS STRIPPING/WAXING VCT FLOORS, TERRAZZO OR MARBLE FLOORS, CLEANING OF INTERIOR WINDOWS, MACHINE SCRUB OF RESTROOM FLOORS, ETC.

ATTEND ADDITIONAL TRAINING SESSIONS OFFERED EACH MONTH BY WAXIE SANITARY SUPPLY

KEEP A LOG OF EQUIPMENT ASSIGNED TO EACH FLOOR. MAINTAIN AN INVENTORY OF ALL EQUIPMENT

LOOK FOR WAYS TO IMPROVE PRODUCTIVITY, LEARN NEW TECHNIQUES, AND WORK TO IMPROVE YOURSELF

PLAN FOR ANY EMPLOYEE TIME OFF, SICK LEAVE, OR VACATIONS AND HAVE BACK UP PERSON CLEARED WITH A BACKGROUND CHECK BEFORE BEGINNING EMPLOYMENT

ENSURE ALL ITEMS IN THE CLEANING SPECIFICATIONS ARE COMPLETED AND INSPECTED

JANITOR'S TASK BREAKDOWN WORKSHEET

NIGHT SHIFT SCHEDULES 6:00PM TO 10:00PM

DAILY:

EMPTY ALL WASTEBASKETS AND REPLACE SOILED LINERS

PLACE ALL TRASH IN 44 GALLON BARREL, TIE KNOTS IN TOPS OF GARBAGE BAGS, AND THEN PLACEON PLASTIC TARPS IN FRONT OF EMPLOYEE ELEVATORS (TRASH/FLOATER EMPLOYEE WILL PICK UP AND TAKE TO THE DUMPSTER)

DUST THE TOPS OF ALL FILING CABINETS, CREDENZAS, BOOKSHELFS, WINDOW SILLS, FURNITURE TOPS AND SIDES, FIXTURES, AND BASEBOARDS

SPOT CLEAN WALLS

VACUUM ALL CARPETED AREAS AND FLOORS

DISINFECT ALL TABLES AND CHAIRS IN BREAKROOM AND KITCHENS

CLEAN AND DISINFECT CUSTOMER COUNTER TOPS

CLEAN AND DISINFECT TOILETS AND URINALS, LAVATORY FIXTURES, SHOWER WALLS. POLISH ALL BRIGHTWORK

POLISH ALL METAL AND MIRRORS

MOP AND SANITIZE ALL FLOORS

CLEAN MICROWAVES INSIDE AND OUT

RESET ALL CHAIRS IN CONFERENCE ROOMS

WIPE CLEAN ALL WHITEBOARDS THAT HAVE BEEN CLEARED OF ALL WRITING

SPOT CLEAN INTERIOR GLASS

WIPE CLEAN AND POLISH ALL DRINKING FOUNTAINS

SPOT CLEAN CARPETS. REPORT ANY LARGE SPILLS TO LEAD JANITOR

CLEAN ALL ELEVATORS

SWEEP AND MOP ALL VCT, MARBLE AND TERRAZO FLOORS

LOCK ALL DESIGNATED INTERIOR AND EXTERIOR DOORS

TURN OFF ALL LIGHTS

KEEP ALL JANITOR CLOSETS CLEAN AND TIDY

REPORT ANY MAINTENANCE ITEMS TO LEAD JANITOR

RETURN ALL KEYS TO SECURITY

CLEAN AND DISINFECT ALL HANDRAILS

CLEAN AND DISINFECT THE FOLLOWING: WOOD MOLDINGS, BENCHES, PILLARS, AND BANISTERS

WEEKLY:

FILL ALL FLOOR DRAINS

DUST WINDOW SILLS AND LEDGES

CLEAN THE TOPS OF ALL WHITEBOARDS, PICTURE FRAMES, AND DOOR FRAME MOLDINGS

SPOT CLEAN AROUND WALL SWITCHES

DUST TELEPHONES AND MACHINES

PERFORM LOW DUSTING, INCLUDING VERTICAL SIDES OF DESKS, CHAIRS, ETC.

MONTHLY:

POLISH ALL BRASS HANDRAILS AND TRIMWORK

DUST ALL CEILING VENTS

DUST LEDGES, PICTURE FRAMES AND DECORATIVE WOODWORK AND ALL CHAIR LEGS

SPOT CLEAN WALLS

SPOT CLEAN UPHOLSTERED FURNITURE

PANIC HARDWARE ON GLASS DOORS AND OTHER BRIGHTWORK AREAS OFTEN TOUCHED

DELIME DRINKING FOUNTAINS, SINKS, FIXTURES, AND SHOWER STALLS

CLEAN THRESHOLDS AT BOTTOM OF DOORS

EDGE VACUUM ALL CARPET

BRUSH DOWN CEILING VENTS

CLEAN ALL ELEVATOR TRACKS

DUST ALL VENETIAN BLINDS

DUST AND CLEAN ALL MOPBOARDS

CLEAN THE DISPLAY CASES INSIDE AND OUT

REFILL AND STOCK FEMININE NAPKIN/TAMPON PRODUCTS IN WOMENS RESTROOMS

DAMP WIPE ALL VINYL AND LEATHER CHAIRS/COUCHES

DUST ALL FAKE SILK PLANTS

CLEAN AND SECURE AREAS WITH AN ESCORT

SEMI-ANNUAL DUTIES:

THOROUGHLY VACUUM UPHOLSTERED FURNITURE

SQUEEZE CLEAN ALL INTERIOR GLASS IN APRIL AND OCTOBER

ANNUAL DUTIES:

WASH OUT ALL GARBAGE CANS

Cost Proposal Price Sheet

Contract Name/Company
Address and Phone

DOWNTOWN AREA JANITORIAL

Submitted By:_____

R.B. DAVIS & CO.
Professional Building Maintenance
330 South 300 East Suite 150
SALT LAKE CITY, UTAH 84111
(801) 595-0155

CONTRACT

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

Heber Wells Building:
1st Contract Year $ 131,400
2nd Contract Year $ 131,400
3rd Contract Year $ 131,793.96
4th Contract Year $ 132,453
5th Contract Year $ 132,453
Total cost for 5 years $ 659,499.96

DWS Administration Building:
1st Contract Year $ 104,328
2nd Contract Year $ 104,328
3rd Contract Year $ 104,800.08
4th Contract Year $ 105,324
5th Contract Year $ 105,324
Total cost for 5 years $ 524,104.08

DWS Metro Building:
1st Contract Year $ 47,616
2nd Contract Year $ 47,616
3rd Contract Year $ 47,996.40
4th Contract Year $ 48,116.40
5th Contract Year $ 48,116.40
Total cost for 5 years $ 239,461.20

Rio Grande Depot:
1st Contract Year $ 22,128
2nd Contract Year $ 22,128
3rd Contract Year $ 22,230.36
4th Contract Year $ 22,341.48
5th Contract Year $ 22,341.48
Total cost for 5 years $ 111,169.32

Archives Building:
1st Contract Year $ 9,900
2nd Contract Year $ 9,900
3rd Contract Year $ 9,964.92
4th Contract Year $ 10,123.80
5th Contract Year $ 10,123.80
Total cost for 5 years $ 50,012.52

Utah Art House – Cleaning One Hour Per Week Only:
1st Contract Year $ 624
2nd Contract Year $ 624
3rd Contract Year $ 790.32
4th Contract Year $ 805.20
5th Contract Year $ 805.20
Total cost for 5 years $ 3,648.72

GRAND TOTAL # 1,587,895.80

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 <u>IS REQUIRED</u> 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	$ 15	Lead Person	$ 14
Porter or Matron	$ 14	Janitor	$ 13
Floor Person	$ 14	Utility	$ 13
Other	$ 14	Other	$ 14

R. B. Davis Co. | Cost Breakdown for Heber Wells | September 2005

MONTHLY JOB COST

Direct Labor -11 janitors @ 4 Hrs night @ $5.50hr	$ 5,239.30
Supervisor - 1 @ 5 hrs night @ $9.00 hr	$ 974.25
Day Porter - 1 @ 8 hrs day @ $7.50 hr	$ 1,299.00
Floor Tech - 1 @ 1 hr night @ $8.50 hr	$ 184.02
	$ -
Total Labor & Supervision	$ 7,696.57

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$ 588.79
State Unemployment .04 x Total Labor & Supervision	$ 307.86
Federal unemployment .03 x Total Labor & Supervision	$ 230.90
Workman's Compensation .014 x Total labor & Supervision	$ 107.75
General Liability Insurance .014 x Total Labor & Supervision	$ 107.75
Total Loaded Labor & Supervision	$ 1,343.05

Uniforms	$ 25.00
Insurance	$ 100.00
Cleaning Supplies	$ 150.00
Plastic Liners For Trash Receptacles	$ 446.00
Equipment & repair	$ 190.00
Pagers/Phone	$ 55.00
Interior windows (per month)	$ 15.00
Strip/Wax Floors(per month)	$ 18.00
Performance Bond	$ 250.00

Vacation/Sick Leave	$ 28.17
Hepatitis Shots/Background checks	$ 30.00
Total Direct Expenses	$ 1,307.17
Overhead	$ 195.00
Profit	$ 408.21
Cost of Living Increase	$ -
Total Monthly Bid	$ 10,950.00
Extra Work Rates:	
Regular Time	$ 14.00

R. B. Davis Co. | Cost Breakdown DWS Admin | September 2005

MONTHLY JOB COST

Direct Labor - 8 janitors @ 4 hrs night @ $5.50 hr	$	3,810.40
Supervisor - 1 @ 5.0 hrs night @ $9.00 hr	$	779.40
Detail Person - 1@ 2.0 hrs night @ $6.00 hr	$	259.80
Day Porter - 1@ 8.0 hrs day @ $7.50 hr	$	1,299.00
Total Labor & Supervision	$	6,148.60

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$	470.37
State Unemployment .04 x Total Labor & Supervision	$	245.94
Federal unemployment .03 x Total Labor & Supervision	$	184.46
Workman's Compensation .014 x Total labor & Supervision	$	86.08
General Liability Insurance .014 x Total Labor & Supervision	$	86.08
Total Loaded Labor & Supervision	$	1,072.93

Uniforms	$	15.00
Vacation/Sick	$	19.20
Cleaning Supplies	$	79.00
Plastic Liners For Trash Receptacles	$	360.00
Equipment (amortized over twelve months)	$	148.00
Pagers/Phone	$	55.00
Interior Windows (per month)	$	25.00
Strip/Wax Floors (per month)	$	35.00
Performance Bond	$	190.00
Insurance	$	100.00

Miscellaneous	$ -
Total Direct Expenses	$ 1,026.20
Overhead	$ 134.27
Profit	$ 312.00
Cost of Living	$ -
Total Monthly Bid	$ 8,694.00
Extra Work Rates:	
Regular Time	$ 14.00

R. B. Davis Co. | Cost Breakdown for DWS Metro | September 2005

MONTHLY JOB COST

Direct Labor - 2 janitors @ 8 hrs day @ $6.75 hr	$ 2,338.20
Floor Tech/Supervisor - 1 @ 1.0 hrs day @ $7.50 hr	$ 162.38
1/2 Day Porter - 1 @ 4 hrs day @ $6.75hr	$ 584.55
	$ -
Total Labor & Supervision	$ 3,085.13

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$ 236.01
State Unemployment .04 x Total Labor & Supervision	$ 123.41
Federal unemployment .03 x Total Labor & Supervision	$ 92.55
Workman's Compensation .014 x Total labor & Supervision	$ 43.19
General Liability Insurance .014 x Total Labor & Supervision	$ 43.19
Total Loaded Labor & Supervision	$ 538.36

Uniforms	$ 10.00
Vacation	$ 5.00
Cleaning Supplies	$ 22.00
Plastic Liners For Trash Receptacles	$ 38.00
Equipment (amortized over twelve months)	$ 40.00
Pagers/Phone	$ 20.00
Carpet Cleaning	$ -
Strip/Wax Floors (per month)	$ 10.00
Performance Bond	$ 38.00
Sick Leave	$ -

Miscellaneous	$	-
Total Direct Expenses	$	183.00
Overhead	$	60.00
Profit	$	101.51
Cost of Living Increase	$	-
Total Monthly Bid	$	3,968.00

R. B. Davis Co.

Cost Breakdown
Rio Grande
Depot

Sept 2005

MONTHLY JOB COST

Direct Labor - 1 janitor @ 8.0 hrs day @ $7.00 hr	$ 1,212.40
Floor Tech/Supervisor - 1 @ 1.0 day @ $7.50 hr	$ 162.37
	$ -
	$ -
Total Labor & Supervision	$ 1,374.77

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$ 105.17
State Unemployment .04 x Total Labor & Supervision	$ 54.99
Federal unemployment .03 x Total Labor & Supervision	$ 41.24
Workman's Compensation .014 x Total labor & Supervision	$ 19.25
General Liability Insurance .014 x Total Labor & Supervision	$ 19.25
Total Loaded Labor & Supervision	$ 239.90
Uniforms	$ 5.00
Vacation	$ 8.00
Cleaning Supplies	$ 15.00
Plastic Liners For Trash Receptacles	$ 35.00
Equipment (amortized over twelve months)	$ 35.00
	$ -
Carpet Cleaning	$ -
Strip/Wax Floors (per month cost)	$ 30.00
Performance Bond	$ 19.00
Sick Leave	$ -

R. B. Davis Co. | Cost Breakdown Rio Grande Depot | Sept 2005

Miscellaneous	$	-
Total Direct Expenses	$	147.00
Overhead	$	27.33
Profit	$	55.00
Cost of Living Increase	$	-
Total Monthly Bid	$	1,844.00
Extra Work Rates:		
Regular Time	$	14.00
	$	-

R. B. Davis Co. | Cost Breakdown Archives Building | Sept 2005

MONTHLY JOB COST

Direct Labor - 1 janitor @ 4 hrs day @ $7.00 hr	$	606.20
Supervisor .5 hrs per month @ $9.00 hr	$	4.50
	$	-
	$	-
Total Labor & Supervision	$	610.70

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$	46.72
State Unemployment .04 x Total Labor & Supervision	$	24.43
Federal unemployment .03 x Total Labor & Supervision	$	18.32
Workman's Compensation .014 x Total labor & Supervision	$	8.55
General Liability Insurance .014 x Total Labor & Supervision	$	8.55
Total Loaded Labor & Supervision	$	106.57
Uniforms	$	5.00
Vacation	$	3.00
Cleaning Supplies	$	10.00
Plastic Liners For Trash Receptacles	$	25.00
Equipment (amortized over twelve months)	$	8.00
Pagers/Phone	$	-
Carpet Cleaning	$	-
Strip/Wax Floors	$	-
Performance bond (cost per month)	$	8.00
Sick Leave	$	-

Miscellaneous	$	-
Total Direct Expenses	$	59.00
Overhead	$	17.33
Profit	$	31.40
	$	-
Total Monthly Bid	$	825.00
Extra Work Rates:		
Regular Time	$	14.00

R. B. Davis Co.

Cost Breakdowon
Utah Arts
Council

September 2005

MONTHLY JOB COST

Direct Labor - 1 janitor @ 1.0 hr week @ $7.00 hr	$	30.31
Manager/Supervisor -		
Day Porter -	$	-
	$	-
Total Labor & Supervision	$	30.31

Wage Related Costs:

FICA .0765 x Total Labor & Supervision	$	2.32
State Unemployment .04 x Total Labor & Supervision	$	1.21
Federal unemployment .03 x Total Labor & Supervision	$	0.91
Workman's Compensation .014 x Total labor & Supervision	$	0.42
General Liability Insurance .014 x Total Labor & Supervision	$	0.42
Total Loaded Labor & Supervision	$	5.29
Uniforms	$	-
Vacation	$	-
Cleaning Supplies	$	5.00
Plastic Liners For Trash Receptacles	$	-
Equipment (amortized over twelve months)	$	5.00
Pagers/Phone	$	-
Carpet Cleaning	$	-
Strip/Wax Floors	$	-
Letter of Credit from financial institution	$	-
Sick Leave	$	-

R. B. Davis Co. | Cost Breakdowon Utah Arts Council | September 2005

Miscellaneous	$	-
Total Direct Expenses	$	10.00
Overhead	$	2.00
Profit	$	4.40
Cost of Living Increase	$	-
Total Monthly Bid	$	52.00
Extra Work Rates:		
Regular Time	$	-
Overtime	$	-

MINIMUM DAILY MAN HOURS:

HEBER WELLS:	8 HOURS DAY 45 HOURS NIGHT 5 HOURS SUPERVISION (NIGHT) **58 TOTAL HOURS**
DWS ADMIINISTRATION:	8 HOURS DAY 34 HOURS NIGHT 5 HOURS SUPERVISION (NIGHT) **47 TOTAL HOURS**
DWS METRO:	20 HOURS DAY 1 HOUR SUPERVISION (DAY) **21 TOTAL HOURS**
RIO GRANDE:	8 HOURS DAY 1 HOUR SUPERVISON (DAY) **9 TOTAL HOURS**
ARCHIVES:	**4 HOURS DAY**
UTAH ARTS COUNCIL:	**1.0-HOUR DAY**
	140 HOURS PER DAY