

**Date & Time:** April 16, 2024 – 3:00PM to 3:30PM

**AGENDA**

1. Welcome & Roll Call of all Attendees
2. Review and approval of Meeting Minutes for April 8, 2024
3. Review and Approval of New Contract for Right of Way Litter Pick Up - Region 2 between Department of Transportation and Advantage Services, Inc.
4. Review and Recommendation to Move Forward with GN24-29 – Invitation for Bid for Utah State Office of Rehabilitation Judy Ann Buffmire Building
5. Other Discussions
6. Adjourn

Notice of Special Accommodation During Public Meetings - In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Glenna Nelson at 801-957-7157 at least three days prior to the meeting.

# Purchasing from People with Disabilities Advisory Board

Notice Date & Time: 4/8/2024 9:00 AM

Meeting Minutes

## 1. Welcome & Roll Call of all Attendees:

Windy opened the meeting by inviting all attendees to give a brief introduction. The attendees of the meetings were as follows:

- **Board Attendees:** Windy Aphayrath – Utah Division of Purchasing, Alana Parslow – Taffytown
- **Other Attendees:** Glenna Nelson – Utah Division of Purchasing; Brian Swan – Attorney General's Office, Jason Bennington – Department of Workforce Services; Shad Brunson and Cody Nelson – Utah Department of Transportation; Phil Shumway, Kate McConaughy – UtahWorks; Jason Goudy – Columbus Community Center; Rob Ferris – Advantage Services Inc.

## 2. Review and approval of Meeting Minutes for February 20, 2024

Windy asked if Alana had an opportunity to review the meeting minutes, and asked if any necessary changes are needed.

*Alana moved to approve the meeting minutes from February 20, 2024 as written. Alana seconded the motion, and the motion passed with both board members in attendance in favor.*

## 3. Review and Accept Responses Received for GN24-35, Invitation for Bid for Right of Way Litter Pick Up - Region 2

Glenna introduced the bid responses received for the Right of Way Litter Pick Up in Region 2. Two responses were received. One from Advantage Services Inc and the other from the Utah Correctional Industries (UCI). Kate asked for clarification as to why UCI was allowed to respond to a potential set-aside contract. Windy and Brian explained that 63G-6a-804 (the code pertaining to purchase of prison industry goods) and 63G-6a-805 (the code pertaining to purchase from community rehabilitation programs) are equal, and there is no order of precedent in this situation. Cost is the only deciding factor.

PPDAB, UDOT, and Utah Works reviewed the vendor responses. UCI's response was considered incomplete and Advantage Service Inc's response was accepted. Advantage Service Inc provided a bid of \$539.70/day or \$80,955 for 30 weeks of work.

*Alana made the motion accept the bid response from Advantage Service Inc and to award the bidder a contract based on its response to GN24-35, the Invitation for Bid for Right of Way Litter Pick-up Region 2. Windy seconded the motion, and the motion passed with all board members in attendance in favor.*

## 4. Other Discussions

Kate asked for an update on the bid for the Janitorial services contract for the Utah Office of Rehabilitation (Judy Ann Buffmire) Building. The board asked Glenna to reach out to DFCM to determine if additional time is needed on the existing contract and to review and post the updated solicitation.

## 5. Adjourn

Windy called for a motion to adjourn.

*Alana moved to adjourn the meeting at 9:24AM. Windy seconded the motion, and the motion passed with all board members in attendance in favor.*

*Next meeting schedule for April 16, 2024 at 3:00PM.*



STATE OF UTAH CONTRACT

1. This agreement is between the following agency of the State of Utah: UDOT

DEPARTMENT OF TRANSPORTATION 810 Procurement /Central Maintenance

to be referred to as STATE, and the following supplier to be referred to as CONTRACTOR:

Table with contractor details: Company (Advantage Services, Inc.), Address (513 W 800 S), City, State, Zip (Salt Lake City, Utah, 84101), Contact Person (Omar Rojas), Phone Number (385 528-1130), E-mail address (omar@ASofUtah.com), Vendor Code (09910A), Commodity Code(s) (98856)

LEGAL STATUS OF CONTRACTOR:

Legal status options: Sole Proprietor, Non-Profit Corporation (checked), For Profit Corporation, Partnership, LLC

2. CONTRACT TYPE & PURPOSE:

Contract type options: Requirements (checked), Multiple Award, Firm Fixed Price, Other

To provide: Services to pick up Litter along UDOT right of way.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on Bid # GN24-35

PSO Requisition #: 240227 FY: 24

4. CONTRACT PERIOD: Effective date: 04/10/2024 Termination date: 04/09/2029

Contract will expire on this date unless terminated early.

5. CONTRACT COSTS:

- 6. ATTACHMENT A: Terms and Conditions for Goods
ATTACHMENT B: Scope of Work
ATTACHMENT C: Cost Sheet
ATTACHMENT D: Quarterly Reporting Document

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid#GN24-35, dated 4/04/2024.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Handwritten signature of Cody Nelson

Contractor's Signature

UDOT Procurement Services

Advantage Services, Inc.

Contractor's Business Name

UDOT Director of Operations

CEO

Title

Contract Administrator
Comptrollers Office

Cody Nelson

801-965-4063

codybnelson@utah.gov

Scott Goodwin

435-896-0728

sgoodwin@utah.gov

Agency Contact Person

Phone Number

E-mail address

Division Contact Person

Phone Number

E-mail address

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - g) **"Proposal"** means Contractor's response to the State Entity's Solicitation.
  - h) **"Solicitation"** means the documents used by the State Entity to obtain Contractor's Proposal.
  - i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

**17. RESERVED.**

**18. PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

**19. DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

**20. ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

**21. INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

**22. PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

**23. TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

**24. CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

**25. PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

**26. STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing

similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may 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 Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
  1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential

Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** 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, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person 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.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
45. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)



**ATTACHMENT B**  
**SCOPE OF WORK**  
**RIGHT OF WAY LITTER PICK UP**  
**Region 2**

The purpose of this contract is to establish a 5 year contract for litter pickup in Region 2. Litter will be picked up between the months of April 1<sup>st</sup> and October 31<sup>st</sup>. Additional pick ups may be requested in other months. If primary vendor is unavailable then secondary shall be contacted for work. Majority of the work is expected in Salt Lake County but some instances the contractor may be requested to go to Tooele or Summit County.

1. General
  - a. Collect litter and roadside debris and place in UDOT-supplied bags near delineator posts.
  - b. Collect litter larger than fist-size on the roadside from the edge of pavement to the right of way fence.
2. The Contractor will only be responsible for debris that can be safely retrieved from the shoulder or roadside. The shoulder is considered from the white stripe of the highway to the edge of pavement.
3. Debris located inside travel lanes will continue to be cleared by Utah Highway Patrol.
4. Provide a work crew consisting of at least three people or more to collect litter for eight hours per day. (To determine low bid award will be based on a 3 man crew)
5. Collect litter during daylight hours normally between 7:00 AM to 4:00 PM but hours can be adjusted by the Region through the traffic control plan for collection area.
6. Coordinate work with UDOT Maintenance Station Supervisor at least one working day prior to collection.
7. Proper PPE must be worn while actively working.
8. Traffic control signs must be placed 1000 feet prior clean up area. ( W21-1 or W21-1a "WORKERS" sign)



9. Notify appropriate law enforcement agencies of illegal drug paraphernalia, hazardous waste, medical waste, needles, or other similar objects. **Do not move or touch any such**

**object.**

10. Notify Maintenance Station Supervisor when work is completed.

**LOCATION OF WORK**

Work locations are categorized based on location.

1. **Wasatch Front:** Salt Lake, Tooele, and Summit County

**PERFORMANCE:**

1. Place large debris and collected litter in UDOT-supplied bags near delineator posts.
2. For inspection purposes immediately after clean up an area should be 50 or less pieces of litter in any 528 foot linear area from roadside edge to right of way fence.
3. The Department may cancel or suspend the contract if work is not to a satisfactory level at any point.

**Fees**

Community Rehabilitation Agencies that are awarded a contract under the "Set Aside" program will pay the Board approved percentage fee through invoices that are sent monthly (for contracts that receive equal contract reimbursement levels each month) or quarterly (for contracts that receive reimbursements based on sales).

Utah Works will track the amounts each Community Rehabilitation Agency is receiving through the "Set-Aside" program and send that Agency monthly/quarterly invoices based on the percentage fee for the contract revenue received by the agency. Quarterly

invoices will be prepared based on the amount of revenue reported by the contract holder while monthly invoices will be prepared based on the monthly payment listed in the contract. Utah

Works will then receive/track payments.

Contract holders will be expected to submit the percentage payments within 30 days of receiving the invoice.

**.ATTACHMENT  
B SCOPE OF  
WORK LITTER  
COLLECTION**

**DEFINITIONS:**

1. Collection area: The collection area is defined as the area that the contract's crew can collect litter in one eight hour work shift. The size or length cleaned will vary due to litter density.
2. Litter includes but is not limited to illegal signs, papers, metal objects, boxes, mattresses, furniture, tires, filters, wood, and drink containers.
3. Litter is defined as foreign tangible objects, fist-size or larger, that are visible as one walks along the pavement edge.
4. Litter does not include animal carcasses, illegal drug paraphernalia, hazardous waste, human excrement, medical waste, needles, or other similar objects.
5. Debris is defined as any foreign tangible object that may pose a threat to vehicular traffic.
6. The Contractor and all employees engaged at any time working on the roadside shall wear appropriate personal protective equipment (PPE) and follow work zone safety standards as stipulated by the MUTCD.
7. UDOT may inspect the work, provide on-site project oversight, or dispatch UDOT employees to work in the same area at its sole discretion.

**ATTACHMENT C**  
**Bid Schedule**

The purpose of this contract is to establish a 5 year contract for litter pickup in Region 2. Litter will be picked up between the months of April 1<sup>st</sup> and October 31<sup>st</sup>. Additional shifts may be requested after the initial guaranteed amount is spent. If primary vendor is unavailable then secondary shall be contacted for work. Majority of the work is expected in Salt Lake County but some instances the contractor may be requested to go to Tooele or Summit County.

Primary vendor for all locations

1. **Wasatch Front:** Salt Lake, Tooele, and Summit County.  
**\$539.70/day** for a 3 person crew for 8 hours per day (includes transportation to cleanup location) \$2698.50/week (\$80,955 for 30 weeks)
  
2. **\$18.50/Average** Hourly labor rate
  - Driver Supervisor \$21/hr.
  - Workers \$14/hr.
  - Admin Cost \$25/hr.

Reporting Period \_\_\_\_\_

| Community Rehabilitation Program Name | Contract Name | Contract Number | Quarterly Revenue | <i>Direct Labors with a Disability</i> |                    |                  | <i>Direct Labors without a Disability</i> |                    |                  |
|---------------------------------------|---------------|-----------------|-------------------|--|--------------------|------------------|---|--------------------|------------------|
|                                       |               |                 |                   | Number of Employees                    | Total Hours Worked | Gross Wages Paid | Number of Employees                       | Total Hours Worked | Gross Wages Paid |
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| Combined Totals:                      |               |                 |                   |  |                    |                  |   |                    |                  |

## Invitation to Bid

The Purchasing from People with Disabilities Advisory Board (PPDAB) is requesting bids for the services described below:

The Invitation to Bid will be available at (TIME) on (Date), via the [Utah Public Procurement Place \(U3P\) website](#).

### **Mandatory Pre-Bid Site Visit:**

A **MANDATORY** pre-bid site visit will be held at (time) on (date), at the service location listed below. All qualified Contractors as stated below wishing to bid **must** attend this meeting.

### **Service Location:**

Utah State Office of Rehabilitation (USOR)  
Judy Ann Buffmire Building  
1595 West 500 South  
Salt Lake City, UT 84116

### **Contract Information:**

**Service Contract Budget:** \$169,290  
**Contract Period:** three years, with a single two-year renewal option  
**Contract Period Start Date:** 06/01/2024  
**Contract Period End Date:** 05/30/2027

### **MANDATORY Bidder Qualification Requirements:**

This contract is being offered under Utah Code Section [63G-6A-805](#) and requires specific vendor qualifications. Vendors interested in bidding these services are required to comply with the following as stated in [63G-6A-805\(C\)](#). Vendor qualifications will be reviewed and only those vendor responses that meet the mandatory minimum qualification requirements will be presented to PPDAB for review.

- Vendor must be part of a **Community Rehabilitation Program (CRP)** that services individuals with disabilities.
- **CRP** is defined as a program that is operated primarily for the purpose of the employment and training of persons with a disability by a **government agency** or **qualified non-profit organization** which is an income tax exempt organization under **26 U.S.C. Sec 501(c)(3)** of the Internal Revenue Code.
- CRP must maintain an employment ratio of at least 75% of program employees under the procurement contract in question have service disabilities.
- CRP must comply with any applicable occupational health and safety standards, prescribed by the United States Department of Labor.
- CRP must have its principal place of business in Utah.
- Majority of individuals associated with the CRP and providing services related to this contract must reside in Utah.

### **Description of Services and Scope of Work:**

#### **General Requirements**

The contract provides janitorial services of the USOR's Judy Ann Buffmire Building. This contract is managed by the Division of Facilities Construction and Management (DCFM) for the State of Utah.

## Attachment B – Scope of Work

Contractor will submit timecards and invoices directly to the assigned agent of DFCM on a monthly basis.

Contractor will submit usage reports (Attachment C – Utah Works Reports) to the Central Not-for-Profit Association as per 63G-6a-805(1)(b) (Utah Works) on a quarterly basis for PPDAB to review.

CRPs that are awarded a contract under the “Set Aside” program will pay the Board approved percentage fee through invoices that are sent monthly (for contracts that receive equal contract reimbursement levels each month) or quarterly (for contracts that receive reimbursements based on sales).

### **Manner and Time Conducting Work**

- All work shall be performed by individuals directly employed and supervised by the Contractor.
- All work performed other than specifically called for herein shall be done only after authorization by the State and shall be at rates mutually agreed upon by both parties before the commencement of any work.

### **Submission Requirements**

Qualified CRPs must attend Mandatory Pre-Bid Site Visit

All questions must be submitted through the U3P on the Q&A board no later than (Date) (Time)

### **How to Respond**

A complete submission must include the following items. PPDAB will not review incomplete submissions. Additional information regarding the Bidding Process is available in Attachment C – DFCM Bidding Process

A complete tentative schedule including specific days and frequency and detailed description of services to be provided for the following areas of the facility.

Services provided must include, but are not limited to: dusting of furniture, blinds, windowsills, artwork/picture frames, partitions, cabinets coat racks, etc; vacuuming/mopping/carpet cleaning of flooring in all areas; emptying/spot cleaning of trash containers in all areas; properly cleaning and disinfecting all areas of the restrooms at the facility; and other services as suggested/recommended by vendor and facility.

1. Entrances, Lobbies, Hallways, and Other Common Areas
2. Breakrooms
3. Restrooms
4. Offices, cubicles and Conference Rooms
5. Janitorial Closets

A completed Attached E – Cost Proposal Form.

All submissions must be submitted via U3P on (Date) and (Time)

## BIDDING PROCESS

### 1. Solicitation Schedule

The Solicitation Schedule lists the important deadlines, dates, times, and locations in which questions, addenda, and bids must be submitted and that must be met by the Contractor.

### 2. Bids

Before submitting a bid, each Contractor shall carefully examine the Solicitation, Description of Services and Scope of Work, Solicitation Schedule, Service Contract, and shall visit the site services will be provided for; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Service Contract. If the bidder observes that portions of the Solicitation or Service Contract are in compliance with applicable laws, rules, and regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the Utah Works Representative and the necessary changes shall be accomplished by addendum.

Bids are to be submitted electronically through a secure mailbox via the [U3P website](#) until the **bid deadline listed in the Solicitation Schedule**. It is the sole responsibility of the Contractor to ensure their bid reaches [U3P](#) before the bid deadline.

### 3. Pre-Bid Site Visit

A **MANDATORY** pre-bid site visit will be held. See details in the 'Invitation to Bid' section of this solicitation. **All Contractors wishing to submit a bid for this solicitation must attend this meeting.**

### 4. Questions and Requests for Information

If any Contractor, person, or entity contemplating submitting a bid is in doubt as to the meaning of any part of the Solicitation or Service Contract, such person shall submit through the [U3P website](#) a request for an interpretation thereof. The Contractor, person, or entity submitting the request will be responsible for submitting the request prior to the question's deadline stated in the Solicitation Schedule. Any interpretation of the services by Utah Works will be made only by addenda posted through U3P. Utah Works nor the Agency will be responsible for any other explanations or interpretations of the services.

### 5. Addenda

Addenda will be posted through the [U3P website](#). Contractors are responsible for obtaining the information contained in each addendum. Addenda issued prior to the bid deadline shall become part of the bidding process and must be acknowledged when the bid is submitted electronically through [U3P](#). Failure to acknowledge addenda may result in disqualification from bidding.

### 6. Service Contract

A copy of the Service Contract the successful bidder will be required to sign can be found on the [DFCM website](#). The term of the Service Contract will be as indicated in the Solicitation.

### 7. Contractor Compliance

Any Contractor who is found to be noncompliant with the requirements set forth in the Solicitation or Service Contract may be debarred from consideration for the award of contracts for a period of up to three years.

### 8. Award of Service Contract

The Service Contract will be awarded as soon as possible to the lowest, responsive, and responsible bidder, provided the bid is reasonable, and is in the interest of the State of Utah to accept. The Purchasing from People with Disabilities Board (PPDAB) reserves the right to waive any technicalities or formalities in any bid or in the bidding.

### 9. Right to Reject Bids

The PPDAB reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

### 10. Withdrawal of Bids

**Commented [1]:** No. Utah Works does not sign a contract with the vendor. The contract will include the cost proposal statement from the Utah Works contract so that the vendor is aware of its obligations to Utah Works.

**Commented [2]:** Ok, so this section should be omitted, correct?

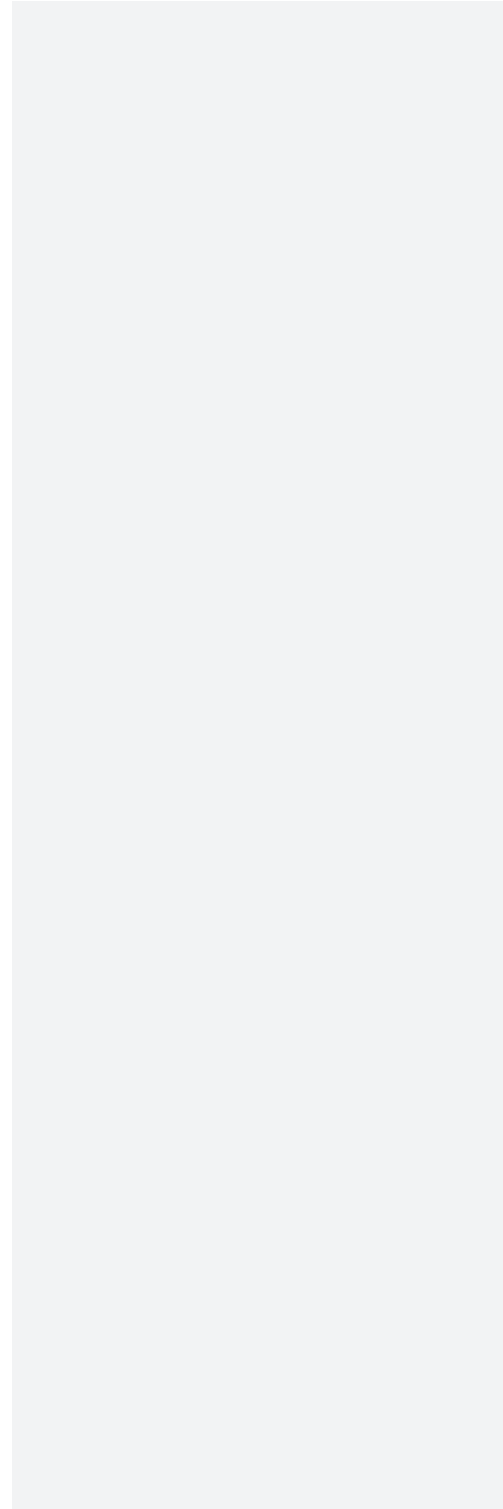
**Commented [3]:** @jrafferty@utah.gov I think we just leave it because the term "Service Contract" just applies to the overall contract, right?



Bids may be withdrawn on a written request received from the bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**11. Debarment**

By submitting a bid, the Contractor certifies that neither it nor its principals have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a Service Contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by PPDAB as part of the requirements for the award of the Service Contract.



**Janitorial Cost Proposal Form**

Solicitation Number: GN24-29

**Cost Summary with Proposed Minimum Daily Man Hours**

Please fill in all Yellow cells.

Hours, wage & other expenses should be listed for the 1st contract year only. Your 'Year 2' & 'Year 3' Bid amounts should reflect any anticipated increases.

Contractor Name

| # of Employees | Position                         | Mon      | Tue      | Wed      | Thur     | Fri      | Total Hrs/Week | Total Hrs/Month | Wage Rate/Hour |
|----------------|----------------------------------|----------|----------|----------|----------|----------|----------------|-----------------|----------------|
|                | Supervisors*                     |          |          |          |          |          | 0              | 0               |                |
|                | Direct Labors w/out Disabilities |          |          |          |          |          | 0              | 0               |                |
|                | Direct Labors with Disabilities  |          |          |          |          |          | 0              | 0               |                |
|                | Other                            |          |          |          |          |          | 0              | 0               |                |
|                | <b>Total Direct Labor</b>        | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>       | <b>0</b>        |                |

\*Please note here if assigned supervisors will help to meet the 75% ratio as stated in 63G-6A-805

|  |
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| <b>Yr. 1 Anticipated Average Monthly Costs for Supplies, Equipment, and Employee Related Expenses and Supplies</b> |
| \$   |

|   |
|---|
| <b>Yr. 1 Anticipated Average Monthly Cost for Management &amp; Overhead</b> |
| \$  |

|   |
|---|
| <b>Yr. 1 Anticipated Average Monthly Profit</b> |
| \$  |

|                                       |
|---------------------------------------|
| <b>Anticipated Yearly Total Costs</b> |
| Year 1 Bid:                           |
| Year 2 Bid:                           |
| Year 3 Bid:                           |

|                             |
|-----------------------------|
| <b>Total Contract Hours</b> |
| <b>Total Bid \$</b>         |

Reporting Period \_\_\_\_\_

| Community Rehabilitation Program Name | Contract Name | Contract Number | Quarterly Revenue | Direct Labors with a Disability |                    |                  | Direct Labors without a Disability |                    |                  |
|---------------------------------------|---------------|-----------------|-------------------|---------------------------------|--------------------|------------------|------------------------------------|--------------------|------------------|
|                                       |               |                 |                   | Number of Employees             | Total Hours Worked | Gross Wages Paid | Number of Employees                | Total Hours Worked | Gross Wages Paid |
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|                         |               |  |
|-------------------------|---------------|--|
| <b>INSPECTION DATE:</b> | April 5, 2024 | <b>RATINGS KEY</b><br>1-Does Not Meet Expectations<br>2-Meets Expectations<br>3-Exceeds Expectations |
| <b>INSPECTOR(S):</b>    | Joanna Reese  |  |
| <b>COMPLEX:</b>         | Redwood       |  |
| <b>BUILDING:</b>        | ORS           |  |

POINTS POSSIBLE: 102

POINTS SCORED: 74

PERCENTAGE SCORED: 72.5%

OVERALL RATING: 2.18 \*A ratings under 2.00 will result in a 10 day notice

**I. ENTRANCES**

| Possible                | Score       | Inspection Items                                | COMMENTS: Required if a score of '1' is recorded. Pictures REQUIRED. |
|-------------------------|-------------|---|--|
| 3                       | 1           | Benches, Chairs, Furniture;                     | Dusty tables and the furniture needs vacuuming                       |
| 3                       | 2           | Signs, Columns, Vents, Light Fixtures:          |  |
| 3                       | 2           | Blinds, Frames, Ledges, Windows;                |  |
| 3                       | 2           | Doors, Glass Frames, Kick Plates;               |  |
| 3                       | 2           | Floor-Carpet, Mats, Tile, Walls;                |  |
| 3                       | 2           | Inside and Outside Entries, Vestibules;         |  |
| 3                       | 2           | Urns, Trash Containers;                         |  |
|                         |             | Other (note items inspected in comments field): |  |
| <b>Category Rating:</b> | <b>1.86</b> |   |  |

**II. HALLS, LANDINGS, STAIRWAYS, TRAFFIC AREAS**

| Possible                | Score       | Inspection Items                                | COMMENTS: Required if a score of '1' is recorded. Pictures REQUIRED. |
|-------------------------|-------------|---|--|
| 3                       | 2           | Blinds, Frames, Ledges, Windows;                |  |
| 3                       | 2           | Doors, Glass, Frames, Kick Plates;              |  |
| 3                       | 3           | Drinking Fountains;                             |  |
| 3                       | 2           | Floor-Carpet, Mats, Spot Cleaning, Tile;        |  |
| N/A                     |             | Landings, Railings, Stairs, Steps, Ramps;       |  |
| N/A                     |             | Elevators:                                      |  |
| 3                       | 2           | Trash Containers;                               |  |
| 3                       | 2           | Benches, Chairs, Furniture:                     | Dusty Coat Rack  |
| 3                       | 3           | Vents, Light Fixtures, Walls:                   |  |
|                         |             | Other (note items inspected in comments field): |  |
| <b>Category Rating:</b> | <b>2.29</b> |   |  |

**III. AUDITORIUM, CONFERENCE ROOMS, LOUNGES, LUNCH ROMS, OFFICES**

| Possible | Score | Inspection Items  | COMMENTS: Required if a score of '1' is recorded. Pictures REQUIRED. |
|----------|-------|---|--|
| 3        | 2     | Blinds, Curtains, Frames, Ledges, Windows               |  |
| 3        | 1     | Chairs, Desks, Tables (bases and re-set)                | Dusty Throughout Building  |
| 3        | 2     | Doors, Frames, Kick Plates                              |  |
| 3        | 3     | Floor-Carpet, Mats, Spot Cleaning, Tile, VCT            |  |
| 3        | 3     | Sinks, Counters, Refrigerator, Microwave, Water Coolers |  |

|                         |             |   |             |
|-------------------------|-------------|---|-------------|
| 3                       | 2           | Partitions, Partition Glass, Walls              | Dusty Glass |
| 3                       | 2           | Trash Containers                                |             |
| 3                       | 2           | Vents, Light Fixtures, Walls                    |             |
|                         |             | Other (note items inspected in comments field): |             |
| <b>Category Rating:</b> | <b>2.13</b> |   |             |

**IV. RESTROOMS**

| Possible                | Score       | Inspection Items                                  | COMMENTS: Required if a score of '1' is recorded. Pictures REQUIRED. |
|-------------------------|-------------|---|--|
| 3                       | 3           | Dispensers;                                       |  |
| 3                       | 2           | Doors, Kick Plates;                               |  |
| 3                       | 3           | Drains, Floors;                                   |  |
| 3                       | 3           | Fixtures, Mirrors, Sinks;                         |  |
| 3                       | 2           | Toilets, Urinals, Partition Walls, Handicap bars; |  |
| 3                       | 3           | Stall Waste Containers, Trash Containers;         |  |
| 3                       | 3           | Vents, Light Fixtures, Walls;                     |  |
| N/A                     | N/A         | Infant Changing Stations:                         |  |
| N/A                     | N/A         | Exercise Room, Lockers, Showers;                  |  |
|                         |             | Other (note items inspected in comments field):   |  |
| <b>Category Rating:</b> | <b>2.71</b> |   |  |

**V. IRREGULAR CLEANING, MISCELLANEOUS**

| Possible                | Score       | Inspection Items   | COMMENTS: Required if a score of '1' is recorded. Pictures REQUIRED. |
|-------------------------|-------------|--|--|
| 3                       | 2           | Baseboards, Moldings, Trim;                              |  |
| 3                       | 2           | Care of Vendor Equipment and Closets, SDS Sheets;        |  |
| 3                       | 2           | Counters, Ledges, Light Fixtures and Switches, Surfaces; |  |
| 3                       | 2           | Doors, Frames, Kick Plates, Touch Points;                |  |
| 3                       | 1           | General Dusting;   | Dusty throughout   |
| N/A                     | N/A         | Court Rooms, Holding Cells, Security Area:               |  |
|                         |             | Other (note items inspected in comments field):          |  |
| <b>Category Rating:</b> | <b>1.80</b> |  |  |

**VI. NOTES**

The dusting is not being done on a regular basis. Some areas were very dusty.