REQUEST FOR PROPOSALS
Re-Solicitation of Janitorial Cleaning Services

PROJECT NAME: South Davis Recreation Center Janitorial Cleaning Services

PROPOSALS DUE: 12:00 pm MDT on Monday July 6th, 2020.

RFP AVAILABLE: Monday, June 22nd, 2020 at www.southdavisrecreation.com, and the Utah Public Procurement Place (U3P, formerly known as SciQuest/Jaggaer) at https://solutions.sciquest.com/.

MANDATORY PRE-PROPOSAL SITE WALK THROUGH: Friday June 26th, 2020 at the South Davis Recreation Center located at 550 N 200 W, Bountiful, UT 84010. Interested contractors who have not toured the facility must contact Tom Lund via email at tom@southdavisrecreation.com to schedule walk through during a time slot. It is the Offeror's responsibility to schedule their walk through time prior to the date of the walk through with Tom, before 3:00 PM. Only two representatives of the contractor will be able to walk through the facility to maintain social distancing. All attendees must sign in, an attendance log will be taken at the walk-through, that consists of the name of the attendee(s), the company represented and contact information. Any notes taken (Q&A) and any document handouts that were not part of the original solicitation will be posted in the solicitation once the site visits are over. Any changes to the scope of work or specifications during the site visit are considered an amendment. Failure to attend a mandatory pre-proposal walk through shall result in the disqualification of any offeror that does not have an authorized representative attend the entire duration of the walk through. Offeror must not be late or will be deemed non-responsive and excluded from proposing. Phone calls or texts should not be taken during the walk through. Listening or viewing audio or video recordings of a mandatory site visit may not be substituted for attendance.

PROJECT LOCATION: The South Davis Recreation Center located at 550 N 200 W, Bountiful, UT 84010.

PROJECT DESCRIPTION: Qualified contractors are asked to submit a proposal to provide janitorial services for the South Davis Recreation Center, which includes the following: 4 restrooms, a Men's and Women's locker room, two family changing rooms, fitness areas, ice rink area, snack bar and front desk area, daycare area, pool areas, lobby and breezeway areas, as well as other areas and services located within the scope of project, specialized cleaning, emergency response and special events.

PROJECT TERM: The term of this agreement shall be for five (5) years, with the South Davis Recreation District's sole option to renew each year in perpetuity or until parties agree to part ways.

OWNER: South Davis Recreation District located at 550 N 200 W, Bountiful, UT 84010.

QUESTIONS: All questions must be submitted in writing before **12:00 PM Noon on July 1st, 2020** to Project Manager **Tif Miller – Executive Director** at tmiller@southdavisrecreation.com or in the Utah Public Procurement Place (U3P) at https://solutions.sciquest.com/. Questions will not be accepted or answered after this timeframe.

The South Davis Recreation District, or The District as it will be known in the remainder of this RFP, may award a contract based on an initial proposal without discussion of the proposal with the

offeror. Accordingly, each initial proposal should be submitted with the most favorable pricing and service terms available. The District reserves the right to negotiate with any or all offerors, to reject any or all proposals, and to call for best and final offers. If requested by the District, offerors may be asked to discuss technical and contractual aspects of their proposals at no cost to the District. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers. However, proposals may be accepted without discussions. The District will provide respondents written notice of any cancellation and/or modification.

GENERAL INFORMATION

I. Introduction

The South Davis Recreation District is soliciting proposals for janitorial cleaning services at the South Davis Recreation Center. Qualified contractors will submit a proposal to provide janitorial services for the South Davis Recreation Center which is 180,000 sq ft and includes 4 restrooms, a Men's and Women's locker room, two family changing rooms, fitness areas, ice rink area, snack bar and front desk area, daycare area, pool areas, lobby and breezeway areas, as well as other areas.

II. Purpose of Project

The South Davis Recreation District provides recreation services for five cities located within the southern part of Davis County, UT: Bountiful City, Centerville City, City of North Salt Lake, West Bountiful City, and City of Woods Cross. The District provides recreation services, special events and operates a recreation center open to these five cities as well as those who live outside the district. The District is seeking qualified janitorial service providers to provide daily cleaning at the South Davis Recreation Center, as well as supplementary services during special events, when the recreation center sees higher than normal usage. Our recreation center is an integral part of southern Davis County and we take great pride in the appearance of our building. We provide these services to our customers and like us, they expect a clean, tidy and well-kept environment to recreate and exercise. Attention to detail, quality control, dependability and a commitment to upholding District standards are extremely important.

III. Scope of Project

A detailed Scope of Services is provided in Exhibit A. The term of this agreement shall be for five (5) years, with The District's option to renew each year in perpetuity or until the parties agree to part ways.

IV. Bid Proposal Schedule

The following schedule is anticipated for awarding this project. The District reserves the right to change any dates or deadlines related to the proposal submittal process. If a change occurs, all recipients of the Janitorial Cleaning Services RFP will be notified via addendum.

RFP advertised and available: **Monday June 22nd, 2020** at www.southdavisrecreation.com, and https://solutions.sciquest.com/.

Mandatory Walkthrough: **Friday June 26th, 2020** at the South Davis Recreation Center located at 550 N 200 W, Bountiful, UT 84010; Contractors who have not toured the facility must contact Tom Lund at tom@southdavisrecreation.com to schedule walk through during a time slot. It is

the Offeror's responsibility to schedule their walk through time prior to the date of the walk through with Tom, before 3:00 PM.

Proposals Due: **12:00 pm MDT on Monday, July 6th,** at the South Davis Recreation Center located at 550 N 200 W, Bountiful, UT 84010 or via the Utah Public Procurement Place (U3P, formerly known as SciQuest/Jaggaer) at https://solutions.sciquest.com/. Submittals received after the deadline will NOT be considered.

Evaluation: **July 6th, 2020 through July 10th, 2020**

Selection Date: It is anticipated that a decision will be made on or before **July 10th, 2020.**

The District may request interviews with responsive and responsible contractor(s) prior to final award. Notification will be given to the offeror prior to interview date and time.

Board Approval is expected on or about **July 13th, 2020.**

BID PROPOSAL REQUIREMENTS AND CONTENT

I. Proposal Content/Weighted Evaluation Criteria

Proposals will be evaluated on the weighted criteria listed below **(Total Evaluation Points = 100):**

A. The variety of Scope of Services to be offered. (10%)

B. The ability of the contractor to provide all cleaning service after business hours, except when designated differently in the Scope of Service. (10%)

C. The demonstrated professional experience of the contractor, including any prior experience with The District. (15%)

D. The demonstrated financial responsibility and business viability of the contractor. (5%)

E. The general attitude, ability and apparent willingness of the contractor to cooperate and fulfill The District's requirements. (10%)

F. Overall content of proposal. (5%)

G. Past customer service history. (10%)

H. Acceptance of the terms contained in The District's Service Provider Agreement, including insurance requirements. (5%)

I. Ability to meet cleaning needs of facility during Special Events. (5%)

J. Ability of staff to pass current criminal and sex offender background checks (Minor misdemeanors are acceptable (i.e. traffic violation, etc.). (5%)

K. The cost to be charged to The District. (Submitted separately from the solicitation proposal) (20%)

L. Cost formula - the formula that will be used to determine the score awarded for the cost of each proposal:

The District will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2-Proposed Price/Lowest Proposed Price).

M. Award methodology - Award will be made to the responsible offeror with the responsive proposal receiving the highest total score.

N. Best and final offers may be allowed, as provided in Section 63G-6a-707.5 of the Utah Procurement Code, from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals.

Proposals must include:

A. A detailed statement of the number of staff and cleaning hours the services and programs the contractor intends to provide. Statements should include the type of cleaning to be provided, as well as deep cleaning services to be provided weekly, monthly, quarterly and yearly. Statement should include the ability of contractor to supply staff for special events and for any additional cleaning services outside of agreed upon hours/duties for a specific location.

B. The cost to be charged for said services and programs, submitted on Bid Schedule via Exhibit A. Costs should include hourly rates for: Holidays, Special Events, Emergency (1-2 hour notice) and Additional Cleaning Services outside of agreed upon hours/duties.

C. A detailed list of all labor, equipment, cleaning supplies, and any overhead costs involved, such as 24-hour emergency response, communication devices, facility management software, insurance, secretarial and vehicle costs.

D. List of guaranteed emergency response time(s) for The District.

E. A detailed “Statement of Business Experience” to include the following:

i. The contractor’s prior experience in the operation of a business that provides janitorial cleaning services.

ii. Years of professional cleaning experience.

iii. List of at least three (3) references from clients who have received similar services, as listed in the Scope of Services, from the contractor.

F. Copy of the Certificate of Worker's Compensation Insurance, Bountiful City Business License, and any other license that maybe required and certificate of liability insurance naming the South Davis Recreation District as additional insured and with limits required in The District's Provider Service Agreement.

G. Cost Proposal. The cost proposal will be evaluated independently from the technical proposal **and must be on a completely separate cost proposal form that is found in Exhibit B.** Please enumerate all proposed costs on this separate proposal response, clearly marked Cost Proposal. Inclusion of any cost or pricing data within the technical proposal response may result in a proposal being judged as non-responsive. Any other elements that bidder would recommend, and the costs to be charged for each.

II. The South Davis Recreation District will agree to:

A. Provide a project coordinator to oversee the contract and to act as The District contact.

B. Provide information to the selected contractor, as needed, in order for contractor to meet the obligations set forth in the RFP in a timely and satisfactory manner.

C. Provide notification to the contractor of the results of personnel background checks.

D. Supply contractor with paper products, soap, floor machines and trash can liners.

E. Supply the contractor with building alarm codes, keys and room access key cards, if applicable.

F. Provide advance notice to the contractor if the terms of this agreement have/will change i.e. period of cleaning services, special events, etc.).

G. Provide contractor with an email address for submitting daily reports and reporting building damage and other non-emergencies.

III. Selected/Awarded Contractor will be required to:

A. Have attended the mandatory walkthrough pre-proposal presentations of SDRC with the Maintenance Manager on Friday, June 26th, 2020, or on previous solicitation walk-through held April 22nd – 24th, 2020.

B. Enter into Service Provider Agreement in a form approved by the District Board and District Attorney (an example of which is attached hereto).

C. Provide criminal and sex offender background checks and fingerprints for all contracted personnel.

D. Provide all cleaning services after business hours, except where designated differently in the Scope of Service.

E. Provide an on-call 24 hour/7days-per-week phone number that Building Maintenance can call for emergencies, as well as for additional cleaning needs.

F. Provide daily and weekly reports to the Project Supervisor of all janitorial services completed via Building Maintenance's designated email. The location and start/stop times of cleaning shall be included on the report. Daily reports should include updates on cleaning/paper supply status (example: Paper supplies are low). For weekly reports, the period starts on Monday and ends on Sunday, and reports are due Mondays by 10:00am.

G. Be responsible for reporting any broken fixtures, building damages, leaks or other items needing attention or repair to the Maintenance Department. Water leaks and emergencies shall be communicated to the Maintenance Supervisor via the On-Call phone line. All other non-urgent items should be communicated via email to tom@southdavisrecreation.com

IV. Payment Criteria Policy:
The District reserves the right to refuse payment for services that have not been performed by the contractor. The District will request in writing a refund and/or an updated invoice with uncompleted services deducted from the original invoice.

In the event that Contractor fails to complete all of the work required within the time limits set within the Scope of Services, then for each partial or complete day which the work remains uncompleted thereafter, the Contractor agrees to credit The District **One Hundred Dollars ($100.00)** which the parties believe, due to the difficulty of actually assessing the damages The District will suffer in event of such a delay, is a fair estimate of the loss The District will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

V. Subject to Change:

Agreed upon Janitorial Cleaning Services are subject to change, which includes, but is not limited to the following conditions:

A. Periods of service may increase/decrease by day(s) or week(s).

B. Additional cleaning services may be required of contractor (i.e. additional areas or locations, special events, etc.).

Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by The District Board.

VI. Third Parties

If Bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

VII. South Davis Recreation District Service Provider Contract

The successful bidder is required to enter into, and comply with, The District's Service Provider Agreement in a form approved by The District's Attorney, including all insurance provisions. An example of that Agreement is attached to this Request for Proposal.

A. It is The District's express desire to enter into a Service Provider Agreement which includes all services necessary for the project, whether or not the services are specifically outlined in the RFP.

B. Signature on an offeror's proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Provider Service Agreement, as the selected offeror will be required to comply with its' requirements.

C. If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Provider Service Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award process. All questions about the insurance requirements or indemnification language in the sample contract must be resolved prior to submitting an proposal.** Any questions not resolved prior to the close of the solicitation window will not be considered. The District shall be the sole determiner of the acceptability of any exception.

D. If there is a conflict between the written and numerical amount, the written amount shall supersede.

VIII. Submittal Delivery:

A. To be considered, submit **3 copies** of your Proposal, no more than 50 pages, including completed solicitation schedules for Exhibits A in a sealed envelope and the cost proposal found in Exhibit B in a separately sealed envelope. The two envelopes should be marked:

   "PROPOSAL FOR JANITORIAL CLEANING SERVICES" and "COST PROPSOAL FOR JANITORIAL CLEANING SERVICES"

B. To: The South Davis Recreation District
   ATTENTION: Tif Miller, Executive Director

C. Proposals must be received by **12:00 pm on Monday July 6th, 2020** at the South Davis Recreation Center located at 550 N 200 W, Bountiful, UT 84010 or via the Utah Public

Procurement Place (U3P, formerly known as SciQuest/Jaggaer) at https://solutions.sciquest.com/. Submittals after deadline will NOT be considered.

D. If submitting by mail, submit to:

South Davis Recreation District
ATTENTION: Tif Miller, Executive Director
550 N 200 W
Bountiful, UT 84010

E. Email and facsimile submittals will not be accepted.

F. The District assumes no responsibility for delayed or undelivered mail or express packages. Additionally, the use of a FTP site to download the SOQ/Proposal will not be considered responsive. Proposals which are not delivered to The District by the above specified time and date will not be considered.

IX. Preparation of Proposals

A. *Failure to Read*. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. *Cost of Developing Proposals*. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The District assumes no liability for any costs incurred by offerors throughout the entire selection process.

X. Qualifications/Proposal Information

A. *Discussions with Offerors*. The District reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in The District's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, The District reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

G. *Equal Opportunity*. The District will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. The District, subject to federal, state, and local procurement laws, will provide reasonable attempts to support Davis County businesses by purchasing goods and services through local vendors and service providers.

H. *Proposal Ownership***.** All proposals, including attachments, supplementary materials, addenda, etc., shall become property of The District and will not be returned to the offeror.

D. *Rejection of Proposals*. Proposals will be reviewed to confirm that they conform to the requirements outlined herein. Non-responsive proposals (those that do not conform to the

RFP requirements) will be eliminated from consideration. A proposal may be rejected if it is conditional or incomplete in the judgment of the District.

E. *District's Best Interest***.** The District reserves the right to take any steps deemed necessary to act in The District's best interest.

G. *GRAMA*. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

H. *Proposal Term*. Proposals shall be good for six months from submittal deadline.

I. *Local Support*. The District will attempt, subject to Federal, State and local procurement laws, to make reasonable efforts to support local businesses by purchasing goods and services through local vendors and service providers.

J. Price will not be the sole deciding factor of award.

XI. Confidentiality

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that is submitted to The District, as part of the proposal or otherwise, shall become the property of The District when received by The District and may be considered public information under applicable law. The District is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The District generally considers proposals and all accompanying material to be public and subject to disclosure.

Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP in confidential will be denied. The District cannot guarantee that any information will be held confidential. Under Section 63-2-309 of the Governments Records Access and Management Act, if the offeror makes a claim of confidentiality, The District, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Governments Records Access and Management Act to appeal an adverse determination. The District is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Governments Records Access and Management Act.

Scope of Services – Exhibit A
South Davis Recreation Center

All cleaning to be completed seven (7) days per week, Starting at 11:00pm Monday through Saturday, and at 5:00 PM on Sunday. Time/Dates subject to change depending on events and the calendar.

Daily Cleaning Projects:

RESTROOMS/LOCKER ROOMS (MEN'S LOCKER ROOM 2250 SQ/FT, WOMEN'S LOCKER ROOM 2351 SQ/FT)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Clean and disinfect showers
- Wipe down lockers, partitions and walls
- Use floor machine with proper solution to clean locker room floors
- Clean Ceilings in the shower at least 3 times per week
- Move any excess water into floor drain

INTERIOR COMMON AREAS – HALLWAYS, ENTRANCE, FRONT DESK AREA, LOBBY (10420 SQ/FT), STAIRS, ICE SKATING LOBBY (2683 SQ/FT), AND SNACK BAR SEATING

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Use floor machine to clean floors in lobby, hallways, and black ice skating lobby mats
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean/Dust off all window ledges
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

CHILD CARE (1411 SQ/FT)

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Restock all paper products and soap in bathroom
- Clean entry doors interior glass windows and spot clean all interior glass windows

BOULDERING CAVE (942 SQ/FT)

- Sweep, clean floor of any debris and trash in hallway

<u>POOLS/POOL ACCESS HALLWAY</u> (HALLWAY IS ___ SQ/FT)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, clean floor of any debris and trash in hallway
- Use floor machine with proper solution to clean hallway floor
- Move any excess water into floor drain

<u>POOL PARTY ROOM</u> (720 SQ/FT)

- When cleaning the pool access hallway, use floor machine with proper solution to also clean pool party room floor
- Clean interior windows

<u>MULTI PURPOSE GYM</u> (8199 SQ/FT)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors and blue gym floor
- Spot clean board glass around blue floor

<u>FITNESS AREAS</u> (9325 SQ/FT), <u>RAQUETBALL COURTS</u> (5905 SQ/FT) AND <u>WALKING TRACK</u> (8671 SQ/FT)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors (including fitness room floor and racquetball courts); under and around exercise equipment on both 2nd and 3rd floors
- Use floor machine to clean floors in 2ND floor fitness area
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean off window ledges
- Clean and disinfect doorknobs and water fountains
- Spot clean all interior glass windows, including racquetball courts

<u>OFFICE AND OFFICE AREAS</u> (1315 SQ/FT)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum Floors

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

SPECIAL CLEANING

- Wax hard surfaced floors twice a year (wax provided by The District)
- Clean carpets monthly or as needed
- Facility deep clean every 4 months

POSSIBLE ADDITIONAL SERVICES (Provide Cost for additional services separate from base proposal)

- Provide staff to work Halloween Spook-Tacular special event (2 staff for 3 hours)
- Clean/Prepare pool decks for resealing using acid (or similar product)
- Pressure wash sidewalks and entry to facility (once a week during summer; as needed after summer)
- Help with cleaning Bountiful Jr. High gym after The District hosts events
- Future upgrades and additions to the facility could create more cleaning

RESTROOM SPECIFC AREAS

- 2 Women's Restrooms
- 2 Men's Restrooms
- 1 Child Care Room Restroom
- Aquatic Side Women's Locker Room with Restrooms and Showers
- Aquatic Side Men's Locker Room with Restrooms and Showers
- 2 Family Changing Rooms
- 1 Staff Restroom
- 6 Ice Arena Locker Rooms with showers and restroom.

Cost Proposal - Exhibit B

Cost Proposal Sheet cannot be modified, any modification to the cost sheet will be deemed unacceptable and disqualified. You are required to fill out all areas of the cost sheet.

Annual Cost of Service _____

Must include in cost:

- **Daily general cleaning**
- **Two times a year floor waxing**
- **Quarterly deep cleaning**
- **Monthly carpet cleaning**

Monthly Cost of Service _____

Must include in cost:

- **Daily general cleaning**
- **Two times a year floor waxing**
- **Quarterly deep cleaning**
- **Monthly carpet cleaning**

Number of Staff for Daily General Cleaning _____

Cost Per Hour for Daily Staff _____

Additional Services

Please list per hour rate:

Janitorial for Halloween Special Event _____
(Two staff working for 3 hours)

Cleaning Pool Decks with Acid or Similar _____
Product

Pressure Wash Front Concrete Facility Entry _____
Weekly in Summer, as Needed Rest of the Year

Any Other Services (Please List Service and Rate Below):

_____

_____

Example Service Provider Agreement – Exhibit C

THE DISTRICT'S SERVICE PROVIDER AGREEMENT

This Agreement is made and entered into this _____ day of July, 2020, by and between the SOUTH DAVIS RECREATION DISTRICT, a governmental entity, hereinafter referred to as the "District," and _____, a Utah limited liability company, hereinafter referred to as "Contractor."

IT IS MUTUALLY AGREED:

1. Contractor shall furnish building maintenance services as specified in Janitorial Cleaning Services RFP (the "RFP"). The term of this agreement shall be for three (3) years, beginning on _____, 2020, with the District's sole option to renew each year in perpetuity or until the parties agree to part ways. The District agrees to pay to the Contractor $_____ per month for services provided seven (7) days per week. The District will notify Contractor of any vacancy changes in advance so that billing can be adjusted accordingly.

2. Contractor shall provide quality services and regular inspections by the Contractor's supervisory personnel of all premises on which services are provided as outlined in the Scope of Services.

3. Contractor shall provide daily and weekly reports to the Project Supervisor of all janitorial services completed via Maintenance's designated email as outlined in the RFP.

4. The District shall supply paper products, soap, floor machines and trash can liners. Contractor shall provide the supplies, equipment, and personnel needed (including training and supervision of personnel) for purposes of cleaning. Contractor supplies and equipment shall remain the property of Contractor.

5. The District shall supply the Contractor with building alarm codes, keys and room access key cards, if applicable.

6. Contractor shall carry Worker's Compensation insurance as required by state statute. Employer's liability of $1,000,000 per each accident with $1,000,000 disease each employee and policy limit. Contractor shall carry commercial general liability insurance for personal and property damage. $1,000,000 each occurrence and $2,000,000 general aggregate with a $2,000,000 each occurrence and in the aggregate umbrella liability insurance.

7. Contractor shall name the District as additional insured with respect to general liability insurance. A waiver of subrogation applies in favor of company.

8. The District may request Contractor to perform additional services. These services will be contracted separately, via approved work order from the District to Contractor, and will be billed separately to the District.

9. The District may not solicit, for purposes of employment any employees of Contractor during the course of the Agreement or in the event of its termination for any cause for a period of 24 months. Employees are available for direct hire District for a $1000.00 fee.

10. The District shall not hold Contractor responsible for lack of service due to natural disasters, major snow storms, significant power outages or any other catastrophe beyond Contractor's control.

11. In the event that Contractor fails to complete all of the work required within the time limits set within the Scope of Services, then for each partial or complete day which the work remains uncompleted thereafter, the Contractor agrees to credit The District One Hundred Dollars ($100.00) which the parties believe, due to the difficulty of actually assessing the damages the District will suffer in event of such a delay, is a fair estimate of the loss The District will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty.

12. The District or Contractor shall have the right to terminate the Agreement upon thirty (30) days written notice to the other party. If time frame is not met, Contractor will still hold the District responsible to pay the remaining thirty (30) days of the agreement.

13. Contractor will bill for current monthly services at the first of each month. Payment terms are Net 30 days. Payment must be received by the 5th of the following month.

14. A finance charge may be billed to accounts that are over sixty (60) says past due.

15. Finance charge may be billed to accounts that are over sixty (60) days past due.

16. Finance charges will be calculated at the rate of eighteen percent (18%) per annum. The District shall pay any cost, including reasonable attorney's fees, to enforce the provisions of the agreement.

17. The District shall understand that service may be suspended if payment for service exceed sixty (60) days past due.

18. Contractor may provide above goods as needed or upon request and will bill the District separately.

DISTRICT: _____ Date: _____

CONTRACTOR:_____ Date: _____