STATE OF UTAH CONTRACT

029074

CONTRACT NUMBER: _____

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation	810	Region 4	referred to as STATE and the following:
Agency Name	Agency Code	Division	

CONTRACTOR: C & N Cleaning
Name

97 South 400 East
Address

Annabella	Utah	84711
City	State	Zip Code

Terry Nebeker — Contact Person
(435) 896-5851 — Phone Number

87-0566584	93794A	91039000000
Federal ID#	Vendor Number	Commodity Code(s)

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- ____ For-Profit Corporation
- X Partnership
- ____ Government Agency

2. CONTRACT TYPE AND PURPOSE:

This a firm fixed price, with price adjustments for extra work, contract for janitorial and snow removal services at UDOT's Region 4 headquarters located at 1345 South 350 West Richfield, Utah 84701.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #RM1176-1
Requisition # RX 810 16000000337 ,FY 01 .

4. CONTRACT PERIOD: Effective date: 10/01/01 . Termination date: 09/30/06 , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): None .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: $63,084.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions

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 # RM1176-1 dated 09/10/01 .

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

CONTRACTOR	STATE OF UTAH
Terry Nebeker	David K Miles
Contractor's Signature	Agency Signature
Terry Nebeker / C & N Cleaning	D P Chinos NOV 23 2001
Contractor's Name	Division of Purchasing
partner	CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE 11-27-01
Title	Division of Finance

ENT'D FEB 22 2005

Paul Rottmann	(801) 965-4078	(801) 965-4073	prottmann@dot.state.ut.us
Agency Contact Person	Telephone Number	Fax Number	E-mail

APR 26 2005

Revision date: 11/1/2000

ATTACH. .ENT A: STANDARD TERMS AND CC. JITIONS

029074

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

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

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

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

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

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

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

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

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

10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

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

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

14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

Attachment B: Scope of Work

JANITORIAL SERVICES AT THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) REGION 4 OFFICES located at 1345 South 350 West, Richfield, UT 84701.

1.0 REQUIREMENTS for Maintenance of Building (approximately 16,000 square feet), Appurtenances and Conference Mobile Unit (approximately 1,400 square feet).

This schedule itemizes, by frequency, the tasks expected in the regular cleaning of the facilities, and is the **minimum acceptable performance**. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative and shall not be effective until they have been signed by all parties.

Note: In the following specifications, State Representative, shall mean The Support Services Manager or his designee. The current State Representative is Tim Warren at (435) 893-4701. Contractor, shall mean the Contractor or employees of the Contractor.

1.1 **Daily Duties**
(Five (5) days per week Monday through Friday except when buildings are closed for holidays and/or as directed by the State Representative) Duties shall be performed after 5:00P.M. and before 7:00 A.M.

1.1.1 Vacuum and Remove Spots from carpets, including entry way mats, under desks and trash cans, and return furniture to its original position. Do not move employees' personal items or working papers.
1.1.2 Sweep or vacuum non-carpeted floors in buildings and sweep concrete areas adjacent to outside entry areas.
1.1.3 Spot clean walls, including removal of graffiti.
1.1.4 Clean, sanitize and polish drinking fountains.
1.1.5 Clean and sanitize restrooms toilets, sinks, urinals, floors, walls, mirrors, bright work, partitions, towel dispensers and door handles.
1.1.6 Fill towel dispensers, paper and soap dispensers in restrooms and break areas from state supplies stock.
1.1.7 Clean and sanitize sinks, counter tops and tables tops, and damp wipe cupboards and chairs in break areas.
1.1.8 Keep drains clean by adding water or drain cleaner as directed by the State Representative.
1.1.9 Empty all trash from containers, clean area around trash containers, replace liners as needed and dispose of as directed by the State Representative.
1.1.10 Remove litter (including cigarette butts) from ash trays, planter areas, lawns, sidewalks and around trash Dumpster.
1.1.12 Replace any burned-out or damaged light bulbs, or tubes except those under DOT maintenance.
1.1.13 Clean glass in the doors, entry ways and lobbies.
1.1.14 Dust accessible employee work counters and desks as instructed by the State Representative.

1.2 **Weekly Duties**

1.2.1 Hand broom corners in corridors and hallways.
1.2.2 Clean all janitorial equipment.
1.2.3 Dust and wipe clean mop boards.
1.2.4 Dust and wipe clean window sills.
1.2.5 Spot clean door frames, light switches, door handles and walls.
1.2.6 Dust and wipe clean all tables, file cabinets, structures of furniture, office equipment as directed by the State Representative, appliances and other items not done on a daily basis.
1.2.7 Clean marker boards and eraser holders. (Do not erase writing)

Attachment B: Scope of Work

1.3 **Monthly Duties**

1.3.1 Clean interior and exterior of all windows to be free from dirt smears, streaks and water spots when finished.
1.3.2 Wash outside walkways with a hose and scrub brush as directed by State Representative.
1.3.3 Dust air diffusers and grills.
1.3.4 Damp wipe, with a clean, sanitary cloth, all vinyl chairs and couches.
1.3.5 Vacuum and Spot Clean and fabric chairs and couches.
1.3.6 Scour clean and sanitize all office and hall trash collection containers.
1.3.7 Dust all blinds.

1.4 **Quarterly Duties**

1.4.1 Strip and re-wax floors.
Note: All resilient floors shall be stripped and waxed using a polymer interlock wax. The specific floor stripping procedures will be prepared by the Contractor, according to manufacturers' instructions and approved by the State Representative.)
1.4.2 Clean all window coverings. Blinds are to be free from dirt, spots/ smears and streaks.
1.4.3 Clean light fixtures.

1.5 **Annual Duties**

1.5.1 Clean, by extraction method, all carpeted areas. Notify the State Representative one (1) week in advance of this cleaning.
1.5.2 Wash all walls and painted woodwork with a suitable cleaner so as not damage the surfaces.
1.5.3 Polish clear finished walls and woodwork to be free from dirt, smears and streaks.

NOTE: When there are problems in cleaning certain areas such as tiles, heavily used public areas, etc., confer with the State Representative for possible solutions. Changes in cleaning products, equipment, or timing may be needed.

1.6 **Snow & Ice Removal**

1.6.1 Snow and Ice shall be removed from flat concrete areas following each storm. Snow removal shall begin within two (2) hours after the start of snow fall during daylight hours an not later than 7:00 A.M. following a night time storm.
1.6.2 After clearing snow from the flat concrete areas the Contractor shall furnish and apply calcium chloride abrasive materials. Use of sodium chloride is prohibited.

2.0 SUPPLIES AND EQUIPMENT

2.1 All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed by the Contractor unless otherwise stipulated. The Contractor should leave a note, as directed by the State Representative, when supplies are running low, and in adequate time to replenish them before they run out.

2.2 The Contractor shall provide the all commercial grade cleaners and chemicals and see that they are labeled properly. A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days before beginning the work. Materials Safety Data Sheets shall be available on site for reference as necessary.

Attachment B: Scope of Work

2.3 The Contractor shall provide the following commercial grade equipment which shall remain in the building for the length of the contract: buffer, vacuum along with nozzle, mop bucket, mop, mop handle, dust mop, dustpan, broom, duster, brushes, ladder and any other equipment required to do the work in a safe and efficient manner.

2.4 Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc.

2.5 A snow blower will be provided by the State for the Contractors use. The Contractor shall notify the State Representative as soon a s possible when the snow blower is in need of service.

2.6 All replacement lamps (light bulbs) will be furnished by the State and installed by the Contractor.

3.0 CONTRACTOR PERFORMANCE

3.1 Contractor liability for damage - The Contractor shall repair or replace anything damaged by their operation at no expense to the State. If there is any damage (i.e. Sheetrock corners, baseboards, and any other painted surface) the Contractor will have one week after written notice to repair and paint to match existing surface. If repairs are not made within one week of notice, the State will repair at own expense and deduct the cost from the next payment. All work shall be performed in a professional manner and be of first class quality.

3.2 Damp Wiping and/or Wipe Clean - shall be done in way that leaves a surface clean and free of smears and streaks.

3.3 Work Force - The Contractor shall provide sufficient workers, who comply with State Labor Laws, to provide the cleaning services specified.

3.4 Authority to do work - Individuals performing the services for the Contractor must be given complete authority to work with the State Representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees.

3.5 Work hours - Work Hours are typically Monday thru Friday, after 5:00 p.m. and prior to 7:00 a.m., excluding State authorized holidays unless otherwise approved by the State Representative.

3.6 Inspection Reports - The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a monthly basis. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.

4.0 SECURITY

The Contractor shall secure exterior doors and turn off interior lights each night after cleaning is complete. Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions, or vandalism shall be reported to the State Representative.

Attachment B: Scope of Work

5.0 EXTRA WORK

Other services may be requested as necessary. The cost of these services shall be negotiated between the Contractor and the State Representative and billed separately from this contract. The base rate of this contract shall be minimum wage.

6.0 CONDUCT THAT SHALL NOT BE TOLERATED, and MAY BE CAUSE for IMMEDIATE TERMINATION OF THE CONTRACT.

6.1 Theft, abuse or misuse of supplies or equipment at any location in the building.

6.2 Verbal, physical or sexual abuse / harassment of any person - contractor personnel, State employee, or visitor.

6.3 Use of, or displaying the effect of the use of alcohol or drugs at the work site.

6.4 Failure to follow specific security instructions.

6.5 Deliberate or habitual failure to follow safety instructions.

6.6 Allowing to be brought or the bringing of children, or other persons who are not legally employed by the Contractor to the facility.

6.7 Smoking in buildings.

6.8 Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the work of the user or others at the work site.

7.0 PROVIDING INFORMATION TO THE STATE

7.1 Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific tasks. The schedule must be updated as it changes.

7.2 After contract award and notice to proceed and prior to beginning the work, the Contractor shall provide the State Representative with a list of names and telephone numbers of individuals who will be supervising the services described in this Request for Proposal. Temporary substitutions due to illness or emergency can be made without prior approval. The Contractor must immediately notify the State Representative of any changes to personnel and provide a new list of names and telephone numbers of those supervising the work.

8.0 Restricted Areas

Restricted areas are areas / rooms in which the Contractor will not be allowed access to. Any area designated by the State Representative may be included as a restricted area.

9.0 SAFETY

9.1 The Contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial work is being done.

9.2 The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passersby. Safety barriers and signs shall be approved by the State prior to use.

9.3 The Contractor shall provide all safety apparatus necessary to protect his personnel so they may operate equipment safely.

9.4 The Contractor is responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use the equipment.

10.0 INSPECTION

10.1 The Contractor shall work closely with the designated State Representative, who shall inspect the facilities monthly for acceptable work and compliance with the terms of this contract.

10.2 A category must rate at least fair for overall performance to be judged acceptable. A copy of the completed Janitorial Inspection Report, Exhibit A, shall be provided to the Contractor after the inspection is completed. A sample copy is here attached.

10.3 The contract may be terminated following written notices of unacceptable inspections.

Attachment B: Scope of Work

EXHIBIT A: JANITORIAL INSPECTION REPORT

BUILDING:_____ DATE: _____ TIME: _____OVERALL

RATING: _____ INSPECTOR: _____

RATINGS: (0) NOT ACCEPTABLE (1) FAIR (2) GOOD (3) EXCELLENT

RATING / ITEMS INSPECTED COMMENTS

A. ENTRANCES

( )1. Inside/Outside Entry _____

( )2. Concrete areas to all entryways _____

( )3. Entry Glass _____

( )4. Floor, Mats _____

( )5. Walls/Doors _____

( )6. Trash Containers, Ashtrays _____

B. HALLS, TRAFFIC AREA, STAIRWAYS, LANDINGS

( )1. Floor-Tile, Carpet _____

( )2. Drinking Fountains _____

( )3. Trash Container _____

( )4. Walls/Doors _____

( )5. Windows, Frames _____

_____

C. OFFICES, LOUNGES, CONFERENCE ROOMS, EMPLOYEES LUNCH ROOM,

( )1. Carpet _____

( )2. Tables, Chairs (re-set) _____

( )3. Trash Containers _____

( )4. Walls, Marker-boards _____

Attachment B: Scope of Work

JANITORIAL INSPECTION REPORT, Page 2

RATING / ITEMS INSPECTED COMMENTS

D. RESTROOMS

( )1. Floors, Drains _____

( )2. Sinks, Fixtures, Mirrors _____

( )3. Toilets, Urinals _____

( )4. Dispensers _____

( )5. Partitions, Walls _____

( )6. Trash Containers _____

_____

E. MISC. AND IRREGULAR CLEANING

( )1. Ledges, Surfaces, Light Fixtures _____

( )2. Door, Frames, Light Switches _____

( )3. Spot Cleaning (carpet) _____

( )4. Baseboards, Moldings, Corners _____

( )5. General Dusting _____

_____

G. EMPLOYEE PERFORMANCE

( )1. Attendance (employee/supervisor) _____

( )2. Attitude _____

( )3. Appearance _____

( )4. Safety Rules _____

( )5. Care of Equipment and Storage _____

_____

Attachment C: Pricing

COMPANY NAME: C & N Cleaning

1. CONTRACT

Pricing for the life of this contract shall be as follows:

1.1 1st Contract Year $ 11,868.00 = $ 0.682 per sq. ft.

1.2 2nd Contract Year $ 11,868.00 = $ 0.682 per sq. ft.

1.3 3rd Contract Year $ 12,480.00 = $ 0.717 per sq. ft.

1.4 4th Contract Year $ 13,104.00 = $ 0.753 per sq. ft.

1.5 5th Contract Year $ 13,764.00 = $ 0.791 per sq. ft.

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Region 4 offices within five (5) days following each period's completed work. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each year, may be requested.

2. EXTRA WORK

Price adjustments for extra work, unscheduled emergency or additional services not included in the price(s) listed in C, 1above. may be authorized. Prices listed for Extra Work include all loaded payroll costs and markup(s).

2.1	Supervisor:	at legal minimum wage / hr.
2.2	Janitor:	at legal minimum wage / hr.
2.3	Extra Carpet Cleaning	$ 0.05 / sq. ft.
2.4	Extra Window Cleaning, Interior and Exterior:	at legal minimum wage / hr.
2.5	New Construction Clean up:	at legal minimum wage / hr.
2.6	Start-up Maintenance clean-up:	at legal minimum wage / hr

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **NON-PERFORMANCE**

If at any time, the Contractor fails to demonstrate the required expertise (as represented in the Contractor's proposal) or fails to meet acceptable standards of performance, The State reserves the right to require the Contractor to correct the issue. If the Contractor fails to accomplish the required objectives, this contract may be canceled immediately. If the State elects to terminate this contract for non-performance, the State will supercede paragraph #12 in attachment A - Standard Terms and Conditions, and will not provide a 90 day notice to the Contractor.

2. **WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

3. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.
The Contractor may bill 1/12 of the annual contract value per month.

The Contractor shall submit invoices to:
Utah Department of Transportation
Attn: Tim Warren
1345 South 350 West
Richfield, Utah 84701

The State reserves the right to adjust incorrect invoices.
The State will remit payment by mail.

4. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

5. **NON-COMPETE CLAUSE**

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

6. **PERFORMANCE BOND**

The State requires a performance bond in the amount of ten percent (10%) of the total annual amount of the contract. A cashier's check may be substituted for the bond. The cashier's check will be cashed and funds held until the contract expires.