

**MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION**



*JEFFERSON CITY, MO
District 5 ~ General Services*

BID Q5-07-021

FROM

COMPANY NAME _____

CONTRACTOR NAME _____

CONTRACTOR SIGNATURE _____

ADDRESS _____

PHONE NUMBER _____

COMPANY FEDERAL TAX ID# OR CONTRACTOR SOCIAL SECURITY # _____

FOR

RFB # Q5-07-021 (JANITORIAL SERVICE)

FOR

**MODOT DISTRICT 5
Camdenton PROJECT OFFICE
93 Morgan St.
Camdenton, MO
65020**

**Request for Bid
Janitorial Services
Missouri Department of Transportation's
District 5 Camdenton Project Office
Camdenton, Missouri**

Bids for providing janitorial services to the Missouri Department of Transportation's District 5 Camdenton Project Office are being solicited. Specifications may be obtained at the Missouri Department Of Transportation's District 5 Headquarters building, 1511 Missouri Blvd., Jefferson City, MO 65102 (General Services) or the District 5 Camdenton Project Office, 93 Morgan St., Camdenton, Missouri 65020.

Bids must be returned in a sealed envelope clearly marked as RFB # 05-07-021 (Janitorial Service) in the lower left corner of the envelope and addressed to the Missouri Department of Transportation, ATTN: **Corey Duemmel, 1511 Missouri Blvd., P.O. Box 718, Jefferson City, Missouri 65102.** Bids will be received until 1:00 PM (Central Time) on Tuesday, January 30, 2007, at which time and place bids received will be publicly opened and read.

Awarded contractor will be required to sign Service Agreement.

The bidder understands that this project involves State funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there be no discriminatory employment practices by the contractor or his subcontractor, if any, based on race, color, religion, creed, national origin, sex, age, handicapped or veteran status. The contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

Bids must be made on forms provided by the Department. The right is reserved by the Missouri Highways and Transportation Commission to reject any and all bids.

MISSOURI DEPARTMENT OF TRANSPORTATION

Corey Duemmel, General Services
Roger Schwartze, District Engineer

**Bid for Janitorial Services
Missouri Department Of Transportation
District 5 Camdenton Project Office Building
Camdenton, Missouri**

To: **Missouri Department of Transportation
1511 Missouri Blvd, P.O. Box 718
Jefferson City, MO 65102**

1. The undersigned, having examined and being familiar with the site, general provisions, specifications, and all conditions and requirements which may in any way affect the performance of the work or contract, hereby offers and proposes to furnish Janitorial Services for the District 5, Camdenton Project Office, 93 Morgan St., Camdenton, Missouri, in accordance with said general provisions, specifications, and contract and within the time therein provided, and to furnish all designated materials, labor, supervision, services, equipment, and everything which may be necessary or incidental thereto, all to the satisfaction of the District Engineer of the Missouri Department of Transportation, District 5, and for the sum of money herein set out or in said specifications provided for.

2. **Insurance:** The contractor shall obtain and maintain in effect at all times during the term of this contract the following insurance: Workmen's Compensation within statutory limits, Bodily Injury with limits of \$400,000 for each person and \$1,000,000 per occurrence. **The successful vendor must provide a copy of their certificate(s) of insurance showing the minimum coverage's listed above, within 5 working days of Notice of Award. Notice to Proceed will not be issued until insurance certificate(s) have been received and verified. In the event the bidder cannot or did not submit the insurance certificate(s) in the required time, MoDOT will cancel the Notice of Award and may issue the Notice to Award to the next "lowest and best" bidder.**

3. **Signature and Identity of Bidder:** The undersigned states that the correct LEGAL NAME AND ADDRESS OF (1) the individual bidder, (2) each partner of joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below: that (if not signing with intention of bind, the bidder to become the responsible and sole contractor) the undersigned is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that the undersigned is signing and executing this (as indicated in the proper spaces below) as the proposal of:
(circle one)

(Sole individual)

(Partnership)

(Joint venture)

corporation, incorporated under laws of the State of _____.

Dated _____, 20_____.

Name of individual, all partners, or joint ventures:

Address of each:

1. GENERAL REQUIREMENTS

- A. Provide janitorial services as specified herein for the Missouri Highways and Transportation Commission, (hereinafter referred to as the Commission) in a manner consistent with professional janitorial practices and to the complete satisfaction of the Commission.

2. EXPERIENCE

- A. The contractor must have two (2) years experience as a company in the janitorial business to qualified as an acceptable bidder. Contractor must fill out 'Bidder's Experience and Reliability' sheet.

3. PERSONNEL REQUIREMENTS

- A. The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- B. The contractor shall name in writing a designated representative and alternate available daily to the Commission. The contractor shall also supply address and telephone number of the contact person and alternate. This representative should be available during normal business hours (6:30 AM to 4:30 PM-Monday through Friday) for telephone conversations and/or meetings with personnel from the department regarding the janitorial services. This representative shall have the authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
- C. There shall at least be one (1) appointed supervisor on the cleaning crew and must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for similar type government or public entity buildings. Contractor must provide on Exhibit A, a filled out sheet for any supervisor who will or could be working at our MoDOT facility.
- D. The Contractor shall not use, nor allow the employees of the Contractor to use any Commission telephone(s), without prior approval of the Commission.
- E. The Contractor or employees of the contractor shall not be permitted guests or visitors while on the premises of the Commission without prior approval of the Commission, or the Commission's representative.

4. EQUIPMENT AND SUPPLY REQUIREMENTS

- A. The contractor must furnish and maintain, in good repair, equipment necessary to perform this janitorial service including, but not limited to mops, brooms, shampooers, buffers, sweepers, etc.
- B. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- C. Toilet tissue, paper towels, trash can liners, liquid hand soap and sanitary liners will be furnished by the Department. The contractor will place these items in their respective receptacles.
- D. The contractor shall furnish all cleaning chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.
- E. The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surface upon which they are applied.

- F. A closet/area will be provided in each building designated for the contractors use. This area will be kept clean and free of debris. Contractor shall have in place in this area Material Safety Data Sheets (MSDS) for all products/chemicals used in their cleaning processes.

5. SECURITY REQUIREMENTS

- A. The contractor shall be responsible for keeping the Commission's areas of the building locked while the contractor or the contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services. If applicable, the contractor will also be responsible for activating any security system(s) according to instructions in order to protect the security of the building.
- B. The contractor shall be held responsible for any breakage, damage and/or loss of the Commission's equipment or supplies through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the Commission's premises.
- C. The contractor shall not use nor allow the contractor's employees to use any Commission equipment, supplies and/or telephone without prior approval by the Commission.
- D. In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. The contractor and its employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.
- E. See Appendix A.

6. SPECIFIC REQUIREMENTS

Workers will not perform work duties during normal office hours (6:30 AM to 4:00 PM -- Monday through Friday). Additional duties may be performed on weekend days as scheduled with the Commission's contact person. The contractor shall notify the Commission or the Commission's representative, on schedules of weekly, monthly, quarterly, and annual contractual duties.

A. DAILY (Defined as Tuesdays and Fridays):

The contractor shall perform the following tasks two nights each week, Tuesday and Friday, excluding state holidays. In the event a holiday falls on one of the scheduled workday, the contractor shall perform the work the day before or after depending on the night of the week.

1. Dust all horizontal surfaces with treated dust cloths. When dusting surfaces of desks, no paper, books, or other items should be disturbed. It is the responsibility of the MoDOT employee to remove such items in preparation for janitorial cleaning each night.
2. Vacuum all carpets nightly, including entrance mats.
3. Empty all wastepaper baskets, trash and disposal containers, place refuse in the dumpsters and replace bags. Wastebaskets to be washed as necessary to be kept clean. Empty all recyclable materials in designated containers.
4. Thoroughly clean both office and garage restrooms and restroom fixtures, including mirrors, shelves, washbasins, showers, stools, urinals, partitions and doors. All restroom equipment must be properly disinfected and bathrooms shall be restocked with necessary supplies. Fill paper towel dispensers, soap dispensers, sanitary liners and toilet paper rolls.

5. Clean urinal and sink in supply closet and restock with supplies.
6. Wipe down tables, cabinets, and countertops in kitchen/breakroom.
7. Clean break room/break areas – including vacuuming carpet or wet mopping tile floors, clean, disinfect, and polish sinks, counter tops, and tables. Clean microwaves inside and out and properly disinfect. Clean toaster and electric range surfaces. Dust and/or damp wipe refrigerators (exterior surfaces).
8. Check lamps/bulbs in all light fixtures and replace as necessary.
9. Thoroughly sweep all non-carpeted floors using treated brooms or dust mops, as appropriate.
10. Wet mop entrances to enhance appearance and protection.
11. Wet mop all restroom floors using disinfectant.
12. Clean all door glass inside and outside, removing all fingerprints and dirt.
13. All handrails, doorknobs and levers shall be cleaned and properly disinfected.
14. Clean, polish and disinfect all drinking fountain if any.
15. Clean all receptacles for smoking materials at building entrances if any.
16. Spot clean all walls and partition surfaces including light switches when required, to give a clean, satisfactory appearance.
17. Remove black marks; high speed buff/polish if necessary.
18. On a daily basis, the contractor shall perform any and all other related and contingent miscellaneous janitorial duties, which may arise from time to time as a result of accidental spilling of material, supplies and products

B. WEEKLY (Defined as Tuesday of every week):

The contractor shall perform the following tasks on a weekly basis.

1. Wet-mop all tile floor areas, not mopped on a daily basis.
2. Clean all furniture, countertops, etc., with an all-purpose cleaner and/or furniture polish.
3. Remove all cobwebs from ceilings, doors, and corners within the building, as needed.
4. Spot clean carpet as necessary.
5. High speed buff all tile floors.
6. Dust all vertical surfaces of office furniture and equipment, including partitions.
7. Dust and/or damp wipe break room chairs.
8. Dust high/low, including but not limited to picture frames, chair legs, window frames, window blinds, etc.

9. Clean window ledges.
10. Wash interior windows.

C. MONTHLY (Defined as first Tuesday of every month):

The contractor shall perform the following tasks on a monthly basis.

1. Thoroughly scrub tile floor areas, removing all black marks; apply a thin coat of skid proof wax or floor finisher.
2. Vacuum all upholstered furniture.
3. Sweep, dust, and mop storage areas.
4. Clean and dust all ceiling fans, vents and baseboards.
5. Dust and disinfect all telephones.
6. Clean air conditioner filters.

D. QUARTERLY (Defined as the first Friday of the 3rd, 6th, 9th and 12th months of contract):

The contractor shall provide the following services on a quarterly basis.

1. Clean all registers, heating and cooling ventilators tops of partitions, and exposed pipes.
2. Dust all light fixtures, lenses, and tubes.
3. Thoroughly clean all high glass and ledges.
4. Clean all window blinds and/or window curtains.

E. SEMI-ANNUAL (Defined as the last Friday of the 5th and 10th month of contract)

1. Shampoo and deep clean all carpeted areas via wet extraction method. The contractor must notify MoDOT as a reminder, at least 72 hours in advance of carpet cleaning for preparation.
2. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch the walls or partition panels.
3. Wash all interior windows.

F. ANNUALLY (Defined as the first Friday of the 6th month of contract):

The contractor shall provide the following services on an annual basis at the Camdenon Project Office:

1. Strip, wax, and seal all tiled floor areas being serviced.

D. MISCELLANEOUS:

The contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise as a result of accidental stains or untidy conditions at no cost to the Commission. Severe stains or conditions which cannot be corrected will be addressed by the Commission representative.

7. DEPARTMENT RESPONSIBILITY:

- A. The Commission's representative will be the Resident Engineer or designated alternate.
- B. Promptly process payments.
- C. Payment will be made within 30 days of the end of each month or when invoice is received, whichever is later.
- E. The Commission representative shall provide a communication logbook which shall be reviewed by the Contractor on a daily basis. The Commission representative shall designate a mutually agreeable permanent location for the communication logbook. This logbook will not be removed from the premises and is the property of the department. Entries into the communication logbook shall be made by the Commission representative and/or the Contractor's representative only, unless other agreed upon representative(s) are designated. The communication logbook shall provide daily communications between the Commission and the Contractor containing, but not necessarily limited to:
 - 1. Abnormal or unusual conditions affecting the physical and material aspects of the building or its contents. (i.e. unlocked doors, breakage, damage)
 - 2. Mitigating circumstances which prevented the contractor's employees from performing the contractual service(s).
 - 3. Infractions of the Contractor employees.
 - 4. Infractions of the specified requirements for the contract.
 - 5. Unsatisfactory performance by the Contractor.
 - 6. Security infractions.
 - i. The communication log book shall not necessarily be the only means of communication but shall be kept updated regularly and considered official documentation.
 - ii. Repeated unsatisfactory performance and/or infractions of the contract shall be addressed in formal correspondence to the Contractor.

8. GENERAL CONDITIONS:

- A. The various tasks and schedules for performances of work, as outlined in this contract, are not to be taken as limiting. All work is to be performed in a manner satisfactory to and acceptable by the Commission. The intent of this contract is for the building, office equipment and furniture to be kept clean and in first-class condition.
- B. No products, supplies or equipment shall be used by the contractor which are injurious or damaging to the surfaces to which they are applied.

- C. The contractor's employees are not to dust desks or table tops that have papers, etc. on them. Any tops to be cleaned shall have all papers removed at the end of each workday by Missouri Department of Transportation employees.
- D. If special attention is needed, a note shall be left in a mutually determined area, and/or a phone call made to the contractor, or contractor's representative.
- E. The contractor shall submit either monthly or bi-monthly invoices, listing the days worked in that time period, billed at the "per day" bid rate, to MoDOT – District 5 Camdenton Project Office, 93 Morgan St., Camdenton, Missouri 65020.
- G. The contractor shall fully coordinate his or her activities in the performance of the contract with the Commission's designated representative.
- H. The contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the Commission.
- I. *The Commission reserves the right to terminate the contract at any time, for the convenience of the Commission, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services delivered to and accepted by the department pursuant to the contract prior to the effective date or termination.*
- J. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.
- K. *The Contractor shall also comply with all state and federal statutes applicable to and relating to nondiscrimination, including, but not limited to, Chapter 213, RSMO; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.) and with any provision of the "Americans With Disabilities Act" (42 U.S.C. Section 12101 et seq.).*
- L. **INDEMNIFICATION:** *The contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the contractor's performance under this Agreement, the contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Commission for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.*
- M. **LAW OF MISSOURI TO GOVERN:** *This Agreement shall be construed according to the laws of the state of Missouri. The contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.*
- N. **NONSOLICITATION:** *The contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.*

- O. *BANKRUPTCY*: Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the contractor responsible for damages.
- P. AUDIT OF RECORDS: The contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. The records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.
- Q. *VENUE*: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(ALL ITEMS *ITALICIZED* ARE IN TERMS AND CONDITIONS ATTACHED)

BID FOR JANITORIAL SERVICES

1. BIDDING REQUIREMENTS:

- A. The contractor shall provide janitorial services for the Missouri Department of Transportation's District Five (5) Camdenton Project Office located at 93 Morgan St., Camdenton, Missouri, in accordance with the terms and conditions set forth herein. The contractor must perform all janitorial services as outlined in RFB # Q5-07-021 in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- B. The contractor shall provide services for approximately 2,640 total square feet, which includes all building space, garage bathroom, except the garage. Contractor agrees that any addition to the square footage of said Building will be added at the stated rate bid per square foot on this bid form.
- C. **Pre-Bid Meeting:** A Non-mandatory Pre-Bid meeting is scheduled for **10:00 AM on Thursday, January 25, 2007** at the Commission's District 5 Camdenton Project Office. During the meeting a "walk-through" of the areas included in bid will be conducted.
- D. Each bidder is solely responsible for a prudent and complete inspection, examination, and assessment of the work site facilities, and/or any existing condition, factor, or item that may affect or impact on the performance of service described and required by this bid.
- E. All questions regarding the scope of work involved with this bid should be directed to Corey Duemmel, General Services, at (573) 526-6956.
- F. A sealed bid must be received no later than **1:00 PM (CST) on TUESDAY, JANUARY 30, 2007** at the **Missouri Department Of Transportation – District 5, General Services Procurement Division, ATTN: Corey Duemmel – General Services, 1511 Missouri Blvd, P.O. Box 718, Jefferson City, Missouri 65102**. All Bids will be opened and read aloud at that time. **BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS "RFB # Q5-07-021 (Janitorial Service)" IN THE LOWER LEFT CORNER OF THE ENVELOPE**. The Department does not recognize the U.S. Mail, United Parcel Service, Federal Express, or any other entity or organization, as its agent for purposes of accepting bids.
- G. The bidder may withdraw, modify, or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.
- H. The Missouri Department Of Transportation reserves the right to reject any and all bids. Once the sealed bids are opened, bidders cannot change, supplement, or withdraw the bids without the written permission of the Highway Commission.

2. CONTRACT PERIOD:

The anticipated contract will begin February 1, 2007 and ends January 31, 2008. (Beginning date may vary pending approval of the contract by the Commission. All invoices will be pro-rated the first month if service begins in the middle of the month.)

3. **CONTRACT EXTENSION:**

The Missouri Department Of Transportation shall have the right, if mutually agreed, to extend the Contract period for up to two (2) additional one-year periods, or any portion thereof.

4. **PRICING:**

ALL PRICING SHOULD BE PROVIDED ON THE FOLLOWING PAGE.

5. **MBE/WBE Certification:**

Executive order 98-21 directs state agencies to increase the participation of certified minority business Enterprises (MBE) and women business enterprises (WBE) in state procurement. MBE/WBE certification is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

MBE

WBE

BOTH

Vendors who are interested in obtaining information about MBE/WBE certification should contact:

The Office of Equal Opportunity
1-877-259-2963 (toll-free #)

or visit the following internet address:

www.oa.mo.gov/oeo/cp.html

PRICING PAGE

The bidder shall provide a firm, fixed daily price for the duration of the original contract period. This per day price shall include all services required to be in compliance with the daily, weekly, monthly, quarterly, semi-annually, annually and all miscellaneous tasks as defined in this Request For Bid.

The annual contract total is calculated based on a 104 workday calendar (52 weeks times (x) 2 workdays, Tuesdays and Fridays). All costs associated with providing the required services shall be included in the stated price(s).

DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Firm Fixed Price</i>	1 st RENEWAL PERIOD <i>Maximum Price</i>	2 nd RENEWAL PERIOD <i>Maximum Price</i>
Janitorial Services as described in this RFB resulting in a daily rate of:	Per Day	Per Day	Per Day
(This "Per Day" price based on original square footage of approximately 2,640 square feet.)			
Resulting in monthly per square foot price of:	Per Sq. Ft	Per Sq. Ft.	Per Sq. Ft.

PLEASE COMPLETE BELOW:

DATE: _____

FIRM NAME: _____

TELEPHONE: _____

ADDRESS: _____

FAX NO: _____

BY (Signature): _____

RFB # Q5-07-021

TYPE/PRINT NAME: _____

TITLE: _____

BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS "RFB # Q5-07-021 (Janitorial Service)" IN THE LOWER LEFT CORNER OF THE ENVELOPE.

The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein.

The Missouri Department of Transportation reserves the right to reject any bid received as unacceptable for reasons which may include but not necessarily limited to: 1.) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five (5) years; and/or 2.) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings to be cleaned.

BIDDER'S EXPERIENCE AND RELIABILITY

Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. Complete the following forms to provide this information. Attach additional pages if necessary.

1	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

2	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

3	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

4	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

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APPENDIX A
ADDITIONAL SECURITY REQUIREMENTS

A. Personnel and Security Requirements:

- a. Working Supervisor: The Contractor shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of service at times indicated by MoDOT. The supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size and characteristics of MoDOT's buildings. The Contractor's working supervisor shall, at a minimum, be responsible for the following:
- 1) Supervision of all the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract. Supervision must be on-site during all cleaning hours.
 - 2) Inspect services performed each day and assuring that all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
 - 3) Train and assign duties for the Contractor's employees as necessary.
 - 4) Working with and maintaining a positive working relationship with MoDOT employees, the tenants of the building, and the general public.
 - 5) Ensure the required reports are submitted as required, or as needed.
 - 6) Coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.
 - 7) Meet, when requested, with the MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial service. Such meetings may be requested by either party and should occur twice weekly.
- b. MoDOT reserves the right to approve or disapprove appointment of any of the Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with the Contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the Contractor a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).
- c. The Contractor shall be responsible for supervision of all of the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- d. The Contractor, or the Contractor's designee, must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.
- 1) The Contractor's designee must have the express authority to speak on behalf of the Contractor and to make decisions on the behalf of the Contractor.
 - 2) By no later than ten (10) calendar days after award of the contract, the Contractor shall provide MoDOT with the name, address, and telephone number of the Contractor's designee.

- e. The Contractor and each of the Contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The Contractor must obtain each of the required security clearances from their State Highway Patrol.
- 1) By no later than fifteen (15) calendar days after notification of award, the Contractor shall provide MoDOT with the following:
 - A copy of the security clearance information obtained from their State Highway Patrol for each employee.
 - A completed Authorization for Release of Information Form and Confidentiality Oath individually signed by the Contractor and each current or anticipated employee who shall be assigned to the contract.
 - 2) For each new or unanticipated employee, the Contractor must provide MoDOT with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such employee providing service.
 - 3) MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.
- f. The Contractor shall perform the requirements specified herein using "team cleaning." "Team cleaning" as used herein shall be defined as cleaning in which the Contractor's employees are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas, as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- g. The Contractor's personnel shall only be allowed in work areas to which they are assigned. The Contractor's personnel shall only take rest breaks in pre-assigned areas.
- h. The Contractor must ensure that each of the Contractor's employees are appropriately dressed and groomed while on-site and is wearing an article of clothing identifying the Contractor and have a visible picture ID tag at all times.
- i. The Contractor and/or the Contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The Contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by MoDOT.
- j. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings, including in the interior loading dock areas.
- k. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
- l. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.).
- m. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.).

XI. Security Requirements:

- a. The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 p.m. while the Contractor or the Contractor's employees are on the premises. All employees of the Contractor shall be required to wear identification that clearly indicates they are an employee of the Contractor.
 - 1) Employees of the Contractor shall not be allowed to bring friends or family members into MoDOT facilities. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities to conduct janitorial duties only.
 - 2) The Contractor and the Contractor's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.
- b. When the Contractor and/or the Contractor's employees leave the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. In addition, if the building contains other security system(s), the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- c. The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys and/or electronic cards nor shall the Contractor's employees who are issued access cards be allowed to loan the cards to anyone else. In addition, the Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement.
 - 1) At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
 - 2) In addition, in the event the Contractor or a Contractor's employee loses a key(s) and/or electronic card(s), the Contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
- d. Employees of the Contractor shall not attempt to circumvent any security process or system within MoDOT facilities including, but not necessarily limited to, propping open doors within MoDOT facilities.
- e. In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. Therefore, the Contractor and/or the Contractor's employees must not, at any time, disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

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- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):

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- i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #Q5-07-021 and any other provisions outlined in the solicitation documents.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Notice to Proceed

- a. Within 30 days after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.
- b. The following days shall be construed as official holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

Temporary Suspension of Work

- a. The District Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.