

Janitorial Contract

AGREEMENT FOR PROVISION OF CLEANING AND JANITORIAL SERVICES FOR CITY OF MISSOULA, CENTRAL MAINTENANCE FACILITIES DURING FISCAL YEARS 2022 THROUGH FISCAL YEAR 2024

THIS AGREEMENT, made and entered into this 1st day of July, 2021, fiscal year 2022 in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal corporation organized under the laws of the State of Montana (hereinafter referred to as “City”) and Opportunity Resources Inc. (hereinafter referred to as “O.R.I.”).

I. WITNESSETH

For and in consideration of the mutual promises and agreements set forth herein, the City and O.R.I. mutually stipulate and agree to the following provisions:

II. PROFESSIONAL SERVICES CONTRACT WITH CITY

The City hereby agrees to purchase janitorial/cleaning services for Central Maintenance Facility buildings located at 1305 A and 1305 B Scott Street, Missoula, MT 59804 pursuant to the terms and provisions of this Agreement, and O.R.I. agrees to provide janitorial/cleaning services for Central Maintenance Facility buildings located at 1305 A and 1305 B Scott Street, Missoula, MT 59804 pursuant to the terms, conditions, and requirements identified pursuant to the provisions of this Agreement.

III. SCOPE OF PROFESSIONAL SERVICES

O.R.I. hereby agrees to: Meet or exceed the following service requirements for the maintenance and cleaning of the Central Maintenance buildings, 1305 A and 1305 B Scott Street.

1. **KNOWLEDGE OF CONTRACT SPECIFICATIONS:** shall assure all supervisory employees assigned to the contract have sufficient experience and knowledge to fulfill their responsibilities and are knowledgeable of the contract specifications.
2. **PERSONNEL:** shall assure that all employees assigned to perform work on this contract have sufficient skills and/or receive sufficient training in use of equipment, supplies and contract specifications to perform the tasks assigned.
3. **SECURITY:** shall assure that all employees assigned to the contract are not security risks. Employees performing janitorial services in some Police Departments shall meet or exceed the Police Department security requirements.
4. **EQUIPMENT:** shall assure that the equipment assigned to the performance of this contract shall be sufficient in type and quantity of equipment and the quality and maintenance of the equipment shall be such to ensure efficient performance.

5. **MATERIALS/SUPPLIES:** shall assure that only supplies and chemicals as approved by the Vehicle Maintenance Superintendent are used on the contract. The supervisor shall assure that all employees are knowledgeable of the chemicals and supplies and will continually monitor their usage and mixing.
6. **ASSIGNMENT OF TASKS:** the supervisor assigned to the contract shall assure that all tasks necessary for satisfactory performance on the contract are assigned to appropriate production employees and that each employee understands the expectation of the contract.
7. **IN-PROCESS INSPECTION:** during the course of performing the work on the building, the responsible employee shall monitor the performance of all assigned work to ensure that proper methods, equipment and supplies are being used to achieve the desired results and safety considerations are in place.
8. **END OF JOB WALK THROUGH:** prior to departing from the building and upon completion of the work, the site supervisor shall walk through the maintained areas to ensure that the assigned work has been completed and the building is secure according to the requirements of the contract.
9. **FORMAL INSPECTION:** a monthly formal walk through inspection shall be performed by O.R.I. or his/her designee.
10. **CONTACT LIST:** a contact list of O.R.I.'s principals, employees, agents, and subcontractors which O.R.I. anticipates assigning the primary, secondary and support roles for the Janitorial Contract shall be provided to the City yearly or if any ORI supervisor or employee is added to the contract or departs. If requested by the City ORI will provide a summary of the qualifications, licenses and experience of each individual, the approximate number of hours each will devote to the Janitorial Contract annually and the type of work to be performed by each individual. The City will retain under its agreement with O.R.I. the right of approval of all persons performing under the agreement.
11. ORI agrees to provide all labor, supervision, supplies, and equipment necessary to ensure performance of janitorial services for the customer as specified in the Competitive Sealed Proposal submitted by O.R.I. and by July 1, 2021.

O.R.I. hereby agrees to provide the City of Missoula with the following Performance Requirements:

Daily:

Bathrooms will be disinfected with a clean sanitary appearance.

Hard floors swept and mopped with a disinfectant for a clean, glossy appearance.

Carpet and mats will be vacuumed.

Trash will be collected and transferred to approved outdoor receptacle. New liners placed in garbage cans.

Entryways will be clean and free of debris with no trip hazards.

Glass streak-free with no smudges.

Entry doors clean with handles disinfected.
Paper products and soap will be filled.
Break room surfaces clean and disinfected.
Drinking fountains disinfected and polished.
Staircases clean and free of debris with no trip hazards.
Exterior policed for debris and sidewalks kept clear.

Weekly:

Carpets spot cleaned and edges vacuumed.
Recyclables collected and moved to approved receptacle.
Dusting of all horizontal surfaces.
Ashtray Receptacles - Emptied and wiped clean.

Annually:

Carpets extracted.
Trash cans wiped clean and disinfected.
Windows - accessible interior and exterior cleaned.
Approved hard floors stripped and waxed with a non-skid finish.

Janitorial service will be provided Monday through Friday between the hours of 3:00pm and 9:00pm. ORI has work schedule flexibility and will work with the City of Missoula to ensure the least amount of impact or interruption of City Services.

ORI is able to comply with a three-year cleaning contract. At the end of FY 2024, Scott Street A and B facility will be added to the City's main janitorial contract.

Special Cleaning Requirements

1. Keys shall be provided to the Facilities Maintenance Worker to enable him access to the janitorial supply area.
2. Cleaning crews must take measures to avoid damaging walls and corners with vacuum cleaners, hoses and cords.

The jobs listed below are not part of the Contract.

1. Landscaping and lawn care will be performed by City of Missoula employees and will not be a part of this contract.
2. Pest Control
3. Snow and Ice Removal

I. FORMAL MONTHLY INSPECTION SYSTEM

1. It is the responsibility of O.R.I. or its designee to clean and inspect areas. A detailed list of work areas shall be provided by O.R.I. or its designee to the City representative or his or her designee.
2. Work area inspections shall be conducted nightly by O.R.I. supervisor and formally inspected monthly by O.R.I. representative.
3. The basis of the inspection shall be compliant with the specifications as stated above within the legal contract for janitorial services.
4. The findings of each inspection shall be recorded on a form agreed upon by O.R.I. and the City. Signed copies of the form will be given to and be available to the City or his/her designee through O.R.I. or its designee.
5. In the event deficiencies are identified on the monthly inspection, the O.R.I. supervisor and employee shall correct such deficiencies immediately or at a time agreed to by the City or his/her designee. Upon completion of correcting any deficiencies, the O.R.I. supervisor shall note the correction and date, sign and return a copy of the form to O.R.I. or its designee.
6. Contract Inspection Reports will be reviewed by O.R.I. or its designee quarterly to determine if there are any patterns or trends that require additional attention. These trends and a plan to address deficiencies will be documented.
7. Copies of all inspections shall be maintained by O.R.I. or its designee.
8. O.R.I. or its designee shall provide the City of Missoula with a current list containing names, positions, and phone numbers of all relevant contact persons as needed or requested.

II. PAYMENT FOR SERVICES

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Central Maintenance Facility at 1305 A and 1305 B Scott Street as follows:

Base Year, July 1st, 2021 through June 30th, 2022:

1305 A Scott Street would be charged for a total of 3,123 square feet at an annual rate of \$2.82 (Two Dollar and Eighty-Two Cents) per square foot for an annual total not to exceed \$8,806.86 (Eight Thousand Eight Hundred Six Dollars and Eighty-Six Cents) for this year of professional service. The monthly total would be \$733.91 (Seven Hundred Thirty-Three Dollars and Ninety-One Cents).

1305 B Scott Street would be charged for a total of 2,000 square feet at an annual rate of \$2.82 (Two Dollar and Eighty-Two Cents) per square foot for an annual total not to exceed \$5,640 (Five Thousand Six Hundred Forty Dollars) for this year of professional service. The monthly total would be \$470 (Four Hundred Seventy Dollars).

Total Annual Cost of both Buildings: \$14,446.86

Follow on Year One, July 1st, 2022 through June 30th, 2023:

1305 A Scott Street would be charged for a total of 3,123 square feet at an annual rate of \$2.90 (Two Dollar and Ninety Cents) per square foot for an annual total not to exceed \$9,056.70 (Nine Thousand Fifty-Six Dollars and Seventy Cents) for this year of professional service. The monthly total would be \$754.73 (Seven Hundred Fifty-Four Dollars and Seventy-Three Cents).

1305 B Scott Street would be charged for a total of 2,000 square feet at an annual rate of \$2.90 (Two Dollar and Ninety Cents) per square foot for an annual total not to exceed \$5,800 (Five Thousand Eight Hundred Dollars) for this year of professional service. The monthly total would be \$483.33 (Four Hundred Eighty-Three Dollars and Thirty-Three Cents).

Total Annual Cost of both Buildings: \$14,856.70

Follow on Year Two, July 1st, 2023 through June 30th, 2024:

1305 A Scott Street would be charged for a total of 3,123 square feet at an annual rate of \$2.99 (Two Dollar and Ninety-Nine Cents) per square foot for an annual total not to exceed \$9,337.77 (Nine Thousand Three Hundred Thirty-Seven Dollars and Seventy-Seven Cents) for this year of professional service. The monthly total would be \$778.15 (Seven Hundred Seventy-Eight Dollars and Fifteen Cents).

1305 B Scott Street would be charged for a total of 2,000 square feet at an annual rate of \$2.99 (Two Dollar and Ninety-Nine Cents) per square foot for an annual total not to exceed \$5,980. (Five Thousand Nine Hundred Eighty Dollars) for this year of professional service. The monthly total would be \$498.33 (Four Hundred Ninety-Eight Dollars and Thirty-Three Cents).

Total Annual Cost of both Buildings: \$15,317.77

O.R.I. reserves the right to renegotiate pricing to reflect changes in the Opportunity Resources consumable cost increases greater than 10%.

III. MODIFICATION AND WAIVER

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing each time a waiver occurs.

IV. LICENSE TO DO BUSINESS

Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this agreement until a valid City business license has been obtained. O.R.I. shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by O.R.I.

V. WORKERS COMPENSATION

O.R.I. hereby certifies that O.R.I. is covered by a Workers' Compensation insurance program with the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for O.R.I.'s workers' compensation insurance or claims. O.R.I. is responsible for providing proof of this insurance coverage to the City Clerk annually on the first work day of each calendar year.

VI. LIABILITY INSURANCE

O.R.I. hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$750,000.00 per claimant and \$1,500,000.00 per occurrence that includes liability for accidents occurring during delivery or at the delivery site that are attributable to the O.R.I. or its agents' conduct.

VII. PREVIOUS AGREEMENTS

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

VIII. MONTANA PREVAILING WAGE

MCA 18-2-403 MCA allows for statutory exemption to the Prevailing Wage requirements for entities such as sheltered work shop work supervision programs. ORI meets the “sheltered workshop” entitlement.

IX. MONTANA PURCHASING AND BIDDING REQUIREMENTS

MCA 18-5-103 MCA ENTITLED “procurement requirements” allows for statutory exemption to the purchasing requirements for entities such as sheltered work shop work supervision programs. ORI meets the “sheltered workshop” entitlement.

X. ARBITRATION

This Agreement is subject to the provisions of the Montana Uniform Arbitration Act, Section 27-5-111, and MCA Et. Seq.

XI. TERMINATION PRIOR TO COMPLETION OF CONTRACT

O.R.I. and the City shall both have the ability to terminate this agreement for cause or for non-compliance with any of the terms, conditions, and requirements contained herein. Such termination shall come only after first giving a verbal demand for compliance followed by a written demand. Termination shall be allowed on the tenth City business day following receipt by either party of the other part’s written demand.

XII. TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2021 through June 30th, 2024 unless terminated in writing by mutual agreement of the City and O.R.I.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

O.R.I.

Mayor, John Engen

Name,

Title,

Address,

ATTEST:

Martha L. Rehbein
City Clerk

APPROVED AS TO FORM:

Jim Nugent
City Attorney

STATE OF MONTANA)

) ss

County of Missoula)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, Opportunity Resources Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my Notarial Seal, the day and year first above written.

Notary Public for the State of Montana
Residing at Missoula, Montana
My Commission Expires _____

ATTACHMENT A

As a condition to approving any contract, the City of Missoula requires that the following non-discrimination language be located in all contract documents:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

ATTACHMENT B –

CONTRACT CLEANING INSPECTION REPORT

INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area (s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.

BUILDING Scott Street 1305 A			CONTRACT No. N/A	
INSPECTOR (Print Name)		INSPECTOR'S SIGNATURE		
TIME STARTED	TIME COMPLETED		DATE OF INSPECTION	
DATE REVIEW WITH SITE SUPERVISOR		SITE SUPERVISOR SIGNATURE		
WORK DESCRIPTION-LOCATION	CHECK ONE		REMARKS	
	SAT	UNSAT		
Bathroom- Men's			mirrors, sinks, counter, toilets, urinal, toilet paper, paper towels, soap, floors, trash can, walls, kickplates	
Bathroom- Women's			mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection contains clean	
Back Bathroom			mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection contains clean	
Floors-hallways			Swept/ mopped, walls, back area	
Locker rooms			Sweep/mop	
Conference room			Surfaces, floors	
North Office			dusting	
Vacuum			Rugs	
Building trashed			Empty garbage's	
Entryway			Clean of debris	

BUILDING			CONTRACT No.
Scott Street 1305 B		Cleaned- no streaks	N/A
Glass entry doors			
INSPECTOR (Print Name)		INSPECTOR'S SIGNATURE	
Breakroom		Surfaces clean, sink	
TIME STARTED	TIME COMPLETED	Sweep/mop/trash	DATE OF INSPECTION
South Offices/storage			
DATE REVIEW WITH SITE SUPERVISOR	SITE SUPERVISOR SIGNATURE	Garage/Boles	
Dust-front area			
WORK DESCRIPTION-LOCATION	CHECK ONE	Clean- walls	REMARKS
Hallway			
Janitor area	SAT UNSAT	Clean-organized	
		Clean- no streaks	
Back big mirror		mirrors, sinks, counter, toilets, urinal, toilet paper, paper towels, soap,	
Bathroom- Men's		floors, trash can, walls	
Exterior		mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors,	
Bathroom- Women's		trash can, walls, collection contains clean	
Back small bathroom		mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors,	
Floors		trash can, walls	
Building trashed		Swept, mop	
Breakroom		Empty garbage's	
Drinking fountain/Big sink		Surfaces clean/floors	
Offices		Disinfected/polished	
Green room		Surfaces, sweep, mop, trash	
Hallways		floors	
Yellow strip		Clean- floors/walls	
Dust-stairway		Sweep, mop	
Janitor area		Ledges/tables	
		Clean-organized	

