

Janitorial Contract

AGREEMENT FOR PROVISION OF CLEANING AND JANITORIAL SERVICES FOR CITY OF MISSOULA DURING FISCAL YEARS 2025 THROUGH FISCAL YEAR 2029

THIS AGREEMENT, made and entered into this 1st day of July, 2024, fiscal year 2025 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 in the city of Missoula for the following locations: City Hall at 435 Ryman Street, 400 Ryman Street, 412 & 414 Ryman Street, Council Chambers & MRA at 140 West Pine, Parks and Rec Dept at 100 Hickory, Parks and Rec Dept at 3219 Fort Missoula Rd, 1305 Scott Street A, 1305 Scott Street B, and Catlin Police Facility on 109 North Catlin, monthly as follows from O.R.I. 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 Missoula City Hall, 435 Ryman Street, including all three floors of the main building, the annex, the Police academy, the Police shooting range as requested, all of the stairwells, elevators, and any future building additions or expansions. 400 Ryman Street, main level of building. 414 upstairs level of building and 412, downstairs level of building. Council Chambers & MRA at 140 West Pine, Missoula, main level of building. Parks and Rec Dept at 100 Hickory, Missoula, Mt 59801, main level of front of building. Parks and Rec Dept at 3219 Fort Missoula Rd, main level of building. Catlin Police Facility at 109 North Catlin, Missoula Mt, 59801 main level of building as well as stairwell and upper breakroom area on top level of building. Central Maintenance Facility buildings located at 1305 A and 1305 B Scott Street, main levels of each building.

O.R.I. hereby agrees to provide the City of Missoula with the following general quality requirements:

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 the 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 City Police Departments shall meet or exceed the City 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 all employees are knowledgeable of the chemicals and supplies and the supervisor will continually monitor their supply usage and chemical 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 in the buildings, the supervisor 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 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:** monthly formal walk-through inspections shall be performed by O.R.I. or his/her designee. The City may request the inspections.
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 if any O.R.I supervisor or employee is added to the contract or departs. If requested by the City O.R.I 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.

O.R.I. hereby agrees to provide the City of Missoula with the following Performance Requirements at all locations specified in the contract:

1. All interior spaces shall be free of obvious dust, dirt and debris. Carpets will be free of obvious spots and stains, and shall be clean and free of dirt and debris. All floors

will be maintained according to the best trade practices. Floors requiring a finish shall be maintained at a high luster and free of all marks, dirt and debris.

2. Drinking fountains will be cleaned to be free of water marks and any other debris or encrustations.
3. All trash will be collected and removed to locations designated by the City. Trash cans shall be emptied and kept clean and free of dirt, stains, and debris.
4. Restrooms will be cleaned and sanitized with a disinfectant cleaner. Fixtures will be free of dust, streaks, and encrustations. Floors will be cleaned and sanitized with a disinfectant cleaner and free of dust, dirt, debris and/or bacteria. Partitions, brackets and walls will be free of obvious dirt and dust. Toilet supplies shall be replenished as needed to maintain an adequate supply amount at all times. All sanitary napkin disposal containers shall be provided with a wax or equivalent liner and be replaced daily. Each female restroom will have at least one sanitary napkins disposal container.
5. Employee break rooms and food service areas including sinks, countertops and tables will be sanitized with a disinfectant cleaner. Plastic liners for all trash, debris and recycling containers will be empty and replaced as needed. Floors will be maintained to the best trade practices in the food service industry.
6. All entranceways and/or breezeways shall be free of obvious dirt, debris and trip hazards. Mats will be placed in the areas determined by the season of the year.
7. All recycling materials will be tidy and stored in the proper locations. Recycle bins will be emptied as needed. Only items located in the marked recycle bins will be taken out for recycling.
8. Ceilings, air and heat diffusers and ventilation panels shall be clean and free of dust as needed.
9. All bathroom paper, garbage, feminine sanitary napkin liners, tissue paper, hand towels, hand cleaning soaps, mop and broom heads, deodorizers, and cleaning materials will be provided by O.R.I. The City of Missoula shall not be responsible for payment or billed for any cleaning materials and/or janitorial products. All of these costs shall be included in O.R.I.'s "Payment for Services" portion of this contract.
10. Unless written exceptions are provided by the City of Missoula, no cleaning activities will begin before 5:00 PM each day at the City Hall 435 Ryman Street location and MRA at 140 West Pine building. Other City building managers will schedule start time with the O.R.I. supervisor. O.R.I. shall ensure that no cleaning activities occur during or interfere with daily public service activities in City Hall.

11. O.R.I. will perform at least annual carpet extraction, floor scrubbing on hard floors surfaces as well as approved hard floors stripping and waxing with a nonskid finish.

Special Cleaning Requirements

1. Restrooms on the east end of the first floor of City Hall get extensive public use and will require additional efforts to keep them sanitary and clean.
2. Keys shall be provided to the Facilities Maintenance Worker to enable access to the janitorial supply area.
3. The Police Department foyer, halls, trash and floors are used 24 hours a day for seven days a week. Additional cleaning attention will be provided to these areas if necessary.
4. Cleaning crews must take measures to avoid damaging walls and corners with vacuum cleaners, hoses, and cords.
5. Emptying of the outside ash containers weekly and sweeping entryways when they are not snow covered will occur as needed.

The jobs listed below are not part of the Contract.

1. Landscaping and lawn care.
2. Pest Control
3. Snow and Ice Removal
4. Emptying of compost buckets

IV. FORMAL MONTHLY INSPECTION SYSTEM

1. It is the responsibility of O.R.I. to divide City Hall into prospective work areas and inspection areas. A detailed list of each work area shall be provided by O.R.I. to the City representative or his or her designee if requested.
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 available to the City or his/her designee through O.R.I. if requested.
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..
6. Contract Inspection Reports will be reviewed by O.R.I. monthly 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..
8. O.R.I. 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.

V. PAYMENT FOR SERVICES

***Payment is determined by the amount of days requested to clean the building as well as square footage and time required to complete all cleaning obligations.**

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

The City shall make a good faith effort to pay properly presented, correct, and accurate O.R.I. invoices within 20 days of receipt of invoice, but the City shall have a full 30 day period as allowed by Montana State law within which to make payment.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for City Hall Building located at 435 Ryman, Missoula, Montana (Cleaned 5 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, City Hall will be invoiced for a total of 41,353 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$13,818.79. A total cost of \$165,825.53 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$14,232.32. A total cost of \$170,787.89 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$14,645.85. A total cost of \$175,750.25 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$15,093.85. A total cost of \$181,126.14 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$15,541.84. A total cost of \$186,502.03 annually for services.

O.R.I. agrees to invoice (bill) the MRA at 145 West Pine as follows (cleaned 5 days a week):

Base Year, July 1st, 2024 through June 30th, 2025, MRA will be invoiced for a total of 2,033 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$679.36. A total cost of \$8,152.33 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, MRA will be invoiced for a total 2,033 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$699.69. A total cost of \$8,396.29 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, MRA will be invoiced for a total 2,033 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$720.02. A total cost of \$8,640.25 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, MRA will be invoiced for a total 2,033 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$742.05. A total cost of \$8,904.54 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, MRA will be invoiced for a total 2,033 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$764.07. A total cost of \$9,168.83 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Council Chambers at 145 West Pine as follows (cleaned 5 days a week):

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 3,870 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$1,293.23. A total cost of \$15,518.70 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 3,870 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$1,331.93. A total cost of \$15,983.10 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 3,870 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$1,370.63. A total cost of \$16,447.50 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 3,870 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$1,412.55. A total cost of \$16,950.60 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 3,870 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$1,454.48. A total cost of \$17,453.70 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for 400 Ryman Street (Cleaned 5 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 3,200 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$1,069.33. A total cost of \$12,832.00 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 3,200 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$1,101.33. A total cost of \$13,216.00 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 3,200 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$1,133.33. A total cost of \$13,600 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 3,200 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$1,168.00. A total cost of \$14,016.00 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 3,200 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$1,202.67. A total cost of \$14,432.00 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for 412 Ryman Street (cleaned 3 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 1625 square feet of floor space at a rate of \$4.39 per square foot. The City of Missoula shall be invoiced monthly for \$594.48. A total cost of \$7,133.75 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 1625 square feet of floor space at a rate of \$4.52 per square foot. The City of Missoula shall be invoiced monthly for \$612.08. A total cost of \$7,345.00 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 1625 square feet of floor space at a rate of \$4.66 per square foot. The City of Missoula shall be invoiced monthly for \$631.04. A total cost of \$7,572.50 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 1625 square feet of floor space at a rate of \$4.80 per square foot. The City of Missoula shall be invoiced monthly for \$650.00. A total cost of \$7,800.00 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 1625 square feet of floor space at a rate of \$4.94 per square foot. The City of Missoula shall be invoiced monthly for \$668.96. A total cost of \$8,027.50 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for 414 Ryman Street (cleaned 3 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 1594 square feet of floor space at a rate of \$4.48 per square foot. The City of Missoula shall be invoiced monthly for \$595.09. A total cost of \$7,141.12 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 1594 square feet of floor space at a rate of \$4.61 per square foot. The City of Missoula shall be invoiced monthly for \$612.36. A total cost of \$7,348.34 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 1594 square feet of floor space at a rate of \$4.75 per square foot. The City of Missoula shall be invoiced monthly for \$630.96. A total cost of \$7,571.50 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 1594 square feet of floor space at a rate of \$4.89 per square foot. The City of Missoula shall be invoiced monthly for \$649.56. A total cost of \$7,794.66 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 1594 square feet of floor space at a rate of \$5.04 per square foot. The City of Missoula shall be invoiced monthly for \$669.48. A total cost of \$8,033.76 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Parks and Rec Dept at 100 Hickory (cleaned 2 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total 3,450 square feet of floor space at a rate of \$3.07 per square foot. The City of Missoula shall be invoiced monthly for \$882.63. A total cost of \$10,591.5 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 3,450 square feet of floor space at a rate of \$3.16 per square foot. The City of Missoula shall be invoiced monthly for \$908.50. A total cost of \$10,902.00 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 3,450 square feet of floor space at a rate of \$3.25 per square foot. The City

of Missoula shall be invoiced monthly for \$934.38. A total cost of \$11,212.50 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 3,450 square feet of floor space at a rate of \$3.35 per square foot. The City of Missoula shall be invoiced monthly for \$963.13. A total cost of \$11,557.50 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 3450 square feet of floor space at a rate of \$3.45 per square foot. The City of Missoula shall be invoiced monthly for \$991.88. A total cost of \$11,902.50 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Parks and Rec Dept at 3219 Fort Missoula Rd (cleaned 1 day a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total 1,643 square feet of floor space at a rate of \$3.27 per square foot. The City of Missoula shall be invoiced monthly for \$447.72. A total cost of \$5,372.61 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 1,643 square feet of floor space at a rate of \$3.37 per square foot. The City of Missoula shall be invoiced monthly for \$461.41. A total cost of \$5,536.91 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 1,643 square feet of floor space at a rate of \$3.47 per square foot. The City of Missoula shall be invoiced monthly for \$475.10. A total cost of \$5,701.21 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 1,643 square feet of floor space at a rate of \$3.57 per square foot. The City of Missoula shall be invoiced monthly for \$488.79. A total cost of \$5,865.51 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 1,643 square feet of floor space at a rate of \$3.68 per square foot. The City of Missoula shall be invoiced monthly for \$503.85. A total cost of \$6,046.24 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Catlin Police Facility at 109 North Catlin (cleaned 5 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 7,169 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$2,395.64. A total cost of \$28,747.69 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 7,169 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$2,467.33. A total cost of \$29,607.97 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 7,169 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$2,539.01. A total cost of \$30,468.25 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 7,169 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$2,616.69. A total cost of \$31,400.22 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 7,169 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$2,694.35. A total cost of \$32,332.19 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Central Maintenance Facility at 1305 A Scott Street (cleaned 5 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 3,123 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$1,043.60. A total cost of \$12,523.23 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 3,123 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$1,074.83. A total cost of \$12,897.99 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 3,123 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$1,106.06. A total cost of \$13,272.75 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 3,123 square feet of floor space at a rate of \$4.38 per square foot. The City

of Missoula shall be invoiced monthly for \$1,139.90. A total cost of \$13,678.74 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 3,123 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$1,173.73. A total cost of \$14,084.73 annually for services.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Central Maintenance Facility at 1305 B Scott Street (cleaned 5 days a week) as follows:

Base Year, July 1st, 2024 through June 30th, 2025, The City of Missoula will be invoiced for a total of 2,000 square feet of floor space at a rate of \$4.01 per square foot. The City of Missoula shall be invoiced monthly for \$668.33. A total cost of \$8,020.00 annually for services.

Follow on Year One, July 1st, 2025 through June 30th, 2026, The City of Missoula will be invoiced for a total 2,000 square feet of floor space at a rate of \$4.13 per square foot. The City of Missoula shall be invoiced monthly for \$688.33. A total cost of \$8,260.00 annually for services.

Follow on Year Two, July 1st, 2026 through June 30th, 2027, The City of Missoula will be invoiced for a total 2,000 square feet of floor space at a rate of \$4.25 per square foot. The City of Missoula shall be invoiced monthly for \$708.33. A total cost of \$8,500.00 annually for services.

Follow on Year Three, July 1st, 2027 through June 30th, 2028, The City of Missoula will be invoiced for a total 2,000 square feet of floor space at a rate of \$4.38 per square foot. The City of Missoula shall be invoiced monthly for \$730.00. A total cost of \$8,760.00 annually for services.

Follow on Year Four, July 1st, 2028 through June 30th, 2029, The City of Missoula will be invoiced for a total 2,000 square feet of floor space at a rate of \$4.51 per square foot. The City of Missoula shall be invoiced monthly for \$751.67. A total cost of \$9,020.00 annually for services.

VI. 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.

VII. 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.

VIII. AFFIRMATIVE ACTION POLICY

O.R.I. contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action plan and Title 49, MCA, or they forfeit the right to continue such business dealings. See Attachment A.

IX. NON-DISCRIMINATION

O.R.I. agrees that any and all hiring by them related to this Agreement shall be on the basis of merit and qualifications and there shall be no discrimination on the basis of race, color, creed, religion, political ideas, gender, age, marital status, physical or mental handicap, national origin or ancestry, by persons performing this contract. Qualifications mean such abilities as are genuinely related to competent performance of the particular occupational task.

X. 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 workday of each calendar year.

XI. 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 service delivery site that are attributable to the O.R.I. or its agents' conduct.

XII. 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.

XIII. MONTANA PREVAILING WAGE

Mont. Code Ann 18-2-403. O.R.I shall follow the Prevailing Wage and Health and Welfare amount as listed for the District of Missoula, Montana by the Department of Labor and Industry.

XIV. MONTANA PURCHASING AND BIDDING REQUIREMENTS

Ont. Code Ann 18-5-103. O.R.I will make a good faith effort to purchase acceptable quality products to fulfill the contract.

XV. ARBITRATION

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

XVI. 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.

XVII. TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2024 through June 30th, 2029 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.

CITY OF MISSOULA

O.R.I.

Mayor of Missoula

Name,

Title,

Address,

ATTEST:

City Clerk

APPROVED AS TO FORM:

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

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis 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 or sexual orientation, gender identity or 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 Code Annotated, entitled "Human Rights" or they 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, 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 – Next Page

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 City Hall		CONTRACT No. FY2020-FY2024	
INSPECTOR (Print Name)		INSPECTOR'S SIGNATURE	
TIME STARTED	TIME COMPLETED	DATE OF INSPECTION	
DATE REVIEWED WITH SITE SUPERVISOR	SITE SUPERVISOR SIGNATURE		
WORK DESCRIPTION-LOCATION	CHECK ONE		REMARKS
	SAT	UNSAT	
1st Floor Entry			Doors, glass, dust, carpet
Elevator Exterior			Door, wall
Restroom Hallway			Floor, dust, walls
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean
Men's restroom			Mirrors, sinks, counter, toilets, urinal, toilet paper, paper towels, soap, floors, trash can, walls
Janitor closet			Organized, floors, walls
Cops/detective			
Offices			Door, glass, carpet, walls, dust, trash
Hallways			Doors, floor, walls, dust, glass
Men's restroom			Mirrors, sinks, counter, toilets, urinal, toilet paper, paper towels, soap, floors, trash can, walls
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean
Meeting Room			Surfaces, floor, window sill
South Entry			Doors, floor, walls, dust, glass
Stairwell			Floor, handrails, dust, walls
Kitchen			Floor, walls, dust, paper towels, soap
Main Floor hallway			Floor, walls, dust, trash

Courtroom 1			Doors, glass, carpet, dust, trash
Courtroom 2			Doors, glass, carpet, dust, trash
Offices			Doors, glass, dust, walls, carpet, trash
Unisex restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls
Southwest vestibule			Doors, glass, carpet, dust, walls, baseboards
Elevator			Door, dust, tracks
Northwest Entry			Doors, glass, carpet, dust, baseboards
1st floor OPG			
Lobby			Door, carpet, dust, walls, trash
Stairwell			Dust, handrail, walls
Hallway			Carpet, dust, glass, trash, baseboards
Office's			Door, carpet, glass, dust, walls, trash
Men's restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean, ledges
West Entry			Doors, glass, floor, dust, walls
Drinking Fountain			Clean, water stains
Stairwell			Dust, handrails, floor
Annex			
Hallway			Carpet, glass, walls, dust
Offices			Doors, glass, dust, carpet, trash
Elevator			Clean, threshold, interior stainless
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean
Men's restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls

Small hallway outside bathrooms			Walls, floor
Janitor closet			Organized, floor, sink
Stairwell			Dust, handrail, floor, walls
Elevator-HR			Door, dust, tracks
2nd Floor Main			
Elevator			Door, dust, tracks
Stairwell			Dust, handrails, floor, big wall
Neighborhood-office			Dust, floor, trash, glass
City Clerk -office			Floor, dust, walls, trash
Conference room			Surfaces, walls, floor, trash
Human Resources Hallway			Dust, floor, walls
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean, door
Men's restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls, door
Janitor closet			Organized, floors, walls
Mayor's Conference room			Door, dust, walls, carpet, table, trash
Human Resources-offices			Doors, glass, dust, carpet, trash
Finance- offices			Doors, glass, dust, carpet, trash
Mayor's office-offices			Doors, glass, dust, carpet, walls, trash
City Attorney			Door, glass, dust
Offices			Door, glass, dust, carpet, walls, trash
Break room			Door, glass, dust
Main Hallway			Floor, dust
Basement stairwell			Floor, dust, handrails, walls

Bathroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls
OPG Basement Hallway			Floor, dust
Stairway			Floor, dust, walls
Offices			Door, glass, carpet, walls, dust, trash
Women's restroom			Mirrors, sinks, counter, toilets, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean
Men's restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls
Meeting room			Door, glass, carpet, walls, dust, table, trash
Breakroom			Door, glass, carpet, walls, dust, table, trash, counters
Drinking fountain			Mineral buildup, water spots
Academy			Doors, walls, dust, trash
Stairway			Floors, dust, walls
Training room			Surfaces, floor, trash, dust
Hallway			Floor, walls, dust
Unisex restroom			Mirrors, sinks, counter, toilets, urinals, toilet paper, paper towels, soap, floors, trash can, walls, collection containers clean
Janitor closet-basement			Clean, organized
West Elevator			Door, walls, dust, carpet, tracks
East Elevator			Door, walls, dust, carpet, tracks
Celling Vents			Clean of debri
Outside			
Ash containers			Empty
Sidewalks			swept

