JANITORIAL SERVICES FOR CAPITOL COMPLEX
(225 North Roberts Street)

DOA10-1795J-A

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, General Services Division, (hereinafter referred to as "the State"), whose address and phone number are 1310 East Lockey, PO Box 200110, Helena, Montana 59620-0110, (406) 444-3060 and Bompart Cleaning Service, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are PO Box 67, Jefferson City, Montana 59638, and (406) 933-5704.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on July 1, 2010, (or upon contract execution) and terminate on June 30, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

3. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following janitorial services at the building located at 225 North Roberts Street in Helena.

4.1 Supplies and Equipment. The Contractor shall furnish all supplies and equipment required for accomplishment of all work as specified. In addition to the cleaning supplies required to fulfill the contract scope, the various State agencies will identify which consumable supplies will be supplied by the Contractor.

4.1.1 Supplies.

The State is very interested in introducing environmentally preferable "green" cleaning products into its building maintenance and janitorial contracts to safeguard the health of custodial workers, building occupants, and the environment. "Environmentally preferable" products are those that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Chemicals in cleaning products can be hazardous to health and costly to store and dispose of. Environmentally preferable cleaners have become more readily available at competitive prices and can replace more toxic products to the benefit of maintenance workers and building occupants as well as the environment. Therefore, the State has included specifications in this contract that require some specific cleaning products meet the Green Seal Standard for Industrial and Institutional Cleaners (GS-37).

The Green Seal Standard establishes environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. These cleaners are intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. The compatibility of cleaners with surface materials is not specifically addressed in this standard. Therefore, the Contractor should follow the manufacturer's instructions on compatibility. The State encourages the Contractor's voluntary future use of other such products as they become available and reserves the right to address and/or require further use of environmentally preferable products throughout the course of the contract.

Environmentally Preferable "Green" Cleaning Products. The following cleaning products must meet Green Seal Standards as designated. Contractor will initiate the use of other environmentally preferable products as they become readily available at competitive prices and will work with the State over the course of the contract to introduce other environmentally preferable products.

- All general-purpose, bathroom and glass cleaning products used in this contract must meet the Green Seal Standard for Industrial and Institutional Cleaners (GS-37).
- All floor-care products, finishes and strippers used in this contract must meet the Green Seal Environmental Standard for Floor-Care Products: Finishes and Compatible Strippers Used for Industrial and Institutional Purposes (GS-40).
- All hand cleaners and hand soaps used in this contract must meet the Green Seal Environmental Standard for Hand Cleaners and Hand Soaps Used for Industrial and Institutional Purposes (GS-41).

Environmentally Preferable Paper and Janitorial Products. The Contractor will supply all paper towels, toilet tissue, toilet seat covers, sanitary napkins, waste receptacle liners, soap and dispenser, bathroom deodorizers, and related products. The following products must meet Green Seal Standards as designated.

- Paper towels must meet the Green Seal Standard for Paper Towels and Paper Napkins (GS-09), http://www.greenseal.org/certification/standards/papertowels.cfm. This guarantees paper towels contain 100% recovered materials and at least 40% post-consumer material by weight.
- Toilet tissue and toilet seat covers must meet the Green Seal Standard for Tissue Paper (GS-01), http://www.greenseal.org/certification/standards/tissue_paper_gs-1.pdf. This guarantees bathroom tissue shall contain 100% recovered materials, including 20% post-consumer materials.
- Waste receptacle liners must meet or exceed existing EPA standards according to the following guidelines: waste receptacle liners - 10% - 100% recovered materials.

This guarantees: Bathroom tissue shall contain 100% recovered materials, including 20% post-consumer materials.

- Waste receptacle liners must meet or exceed existing EPA standards according to the following guidelines:

  Waste receptacle liners - 10% - 100% recovered materials

Any print shop areas will require all receptacles to have double liners and the Contractor will be responsible for supplying and emptying both liners daily.

Employee Notification. Contractor will be responsible for placing and maintaining signage in each restroom describing the recycled content in each product and the use of "green" cleaning products. Contractor will work with Department of Environmental Quality (DEQ) recycling staff to provide details regarding products purchased and used. DEQ staff will create and print employee notification signs to be posted by Contractor. Contractor and DEQ staff may work together to determine the best way to display the signs. The DEQ contact person is Sandra Boggs, Recycling and Marketing Development Specialist, (406) 841-5217 or sboggs@mt.gov.

4.1.2 Equipment.

a. Contractor-furnished equipment shall be the size and type best suited for accomplishing the various phases of work. It shall be suitable for operation from existing sources of the State-furnished electrical power and shall have a low noise level of operation. Equipment considered by the State to be improper or dangerous to State-owned buildings and/or furnishing will be removed and replaced by the Contractor with satisfactory equipment.
b. Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishers suitable for the required task, and not mar or damage State-owned buildings and/or equipment. All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the Contractor's employees, State employees, buildings, and/or furnishings.

4.1.3 Equipment and Supply Storage. Janitorial closets may be made available to the Contractor without cost for storage of equipment and materials, at the discretion of the State. The Contractor will be responsible for the safety, orderliness and cleanliness of the storage area. The State will not be responsible in any way for the Contractor's supplies, materials, equipment, or personal belongings that may be damaged or lost by fire, theft, or accident. The storage space will be provided with doors and locks whenever possible. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

4.2 Damages to Finishes and Appurtenances. Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be reason for action under the terms of the contract. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trash cans, etc.

4.3 Clean-Up. All Contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops, or brushes containing flammable materials must be disposed of or stored in approved airtight metal containers.

All dirt and debris resulting from work under this contract must be disposed of daily at the completion of work in the receptacles provided. Other debris must be disposed of by depositing into the proper trash collection container.

4.4 Inspection and Supervision by the State. The General Services Division is a "service" oriented agency determined to provide a clean, healthy, and safe work environment for all state employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all State employees. Prompt and courteous service to the State is required by the Contractor to fulfill this obligation.

4.5 Enforcement. All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and test by the State to the extent practicable at all times and places during the term of the contract. Although the State intends to perform weekly inspections, the State reserves the right to inspect a work area during any 24 hour period.

The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

Any supervision, inspection, or complaints during the term of the contract shall be direct from or through the State’s Contract Liaison and is required to be in writing. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Contractor’s Contract Liaison for appropriate action. Contractor will provide written follow ups weekly on concerns arising from weekly building inspections.

a. It shall be the responsibility of the Contractor to pick up "work requests" prior to 5:00 p.m. Monday through Friday, from the State's Contract Liaison and verify completion of assigned work.
b. Inspection of the service area is the responsibility of the State's Contract Liaison or designee. The State has the authority to point out to the Contractor any deficiencies and require corrective measures in accordance with the contract terms.

4.6 Correction of Deficiencies. If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount. When the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract, or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services, or (3) deduct from the monthly payment for any services required but not provided.

A written report of the deficiencies shall be filed and a copy given to the Contractor for the Contractor's record and response. Contractor's written and signed response will be made a part of the file.

Daily services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action and will be started, corrected or re-accomplished within one hour of the time the complaints(s) are reported to the Contractor. The State reserves the right to deduct from the monthly payment for any services required but not provided. Services other than everyday services reported incomplete, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action by the Contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

The State may cancel this contract immediately for cause. Cost incurred by the State as a result of this cancellation will be collected from the Contractor or its bonding company.

4.7 Safety. The Contractor is responsible for instructing his/her employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the Contractor or his/her employees. The Contractor will provide, place, or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

The Contractor will provide the State with its current safety plan including hazardous materials training. The plan should address all hazardous materials used, M.S.D.S. sheets, proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

The Contractor shall instruct their employees to call 444-3060 in the event of an emergency, such as intruders, fire, leaking water, etc.

4.8 Emergencies. The Contractor may be requested to perform emergency services should the need arise. The State shall determine whether an emergency condition exists. The Contractor shall supply all labor and materials required to perform the emergency cleaning services.

All emergency charges will be paid out to the Contractor for labor and materials plus 10% and 10% profit and overhead for every person unless otherwise stated.

4.9 Modification. This agreement, and the amendments to it, constitutes the entire agreement between the parties. Any statements, promises or inducements made by either party, which are not contained in these documents, are neither valid nor binding.

No claim for extra work done or materials furnished by the Contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the Contractor's risk, cost or expense. The Contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished.

4.10 Exceptions to Regular Service. Privately locked storage areas, boiler rooms, machine rooms, etc., do not require regular service.

4.11 Adjustments within Buildings. Contractor will be paid for occupied areas only on a prorated square foot basis. The State reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract.

4.12 Building Security.

a. The Contractor will guarantee the security of the premises while performing the Contractor's duties and while the premises are not occupied by an agent of the State.
b. Close and lock all windows, close all doors, and turn off all lights when cleaning is completed in an area. Lights can be turned on in areas actually being cleaned; other lights must be turned off to conserve energy.
c. The Contractor will be responsible for securing the premises upon completion of the work. No door or window will remain unlocked. The Contractor will be responsible for all keys in their possession and will be responsible for any lost keys and costs involving the change of any locks.
d. Only employees of the Contractor will be allowed in the building. No family members, friends or pets will be allowed access.

4.13 Use of Hazardous Materials by Contractor. Because the existence of hazardous substances and contaminants in the work environment and in products used in the performance of this contract may pose a significant health hazard, the State requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The Contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent state and federal laws.

The Contractor will provide the State with its current safety plan including hazardous materials training. The plan should address all hazardous materials used, M.S.D.S. sheets, proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

4.14 Personnel.

a. The State will require the custodial Contractor to supply shirts with the Contractor's name over the front pocket for **all janitors** cleaning in State-owned facilities. These shirts will be the responsibility of the janitor to wear at all times while in the state buildings and to keep them in a clean and pressed appearance.
b. The State requires that all contract personnel cleaning State-owned facilities have a background investigation initiated or completed prior to employment. This investigation should include but is not limited to:
    1. Fingerprint I.D. check
    2. Active past employer reference check
    3. Past residence history

Files shall be maintained regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.
Any costs associated with the background investigation are the responsibility of the Contractor.

c. The Contractor is responsible for providing personnel instructed and trained in all proper work methods and procedures.
d. Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the Contractor personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by contract and as specified herein. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The Contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

4.15 Radio Paging System. The Contractor will provide a local radio paging system that will enable the Contractor to attend to any emergency calls within one hour after the original notification. This service will be manned 24 hours a day, seven days a week.

4.16 Confidentiality of Records. Contractor hereby agrees that in all actions taken on behalf of the State under this contract, the Contractor will observe and abide by all federal and state policies, statutes and regulations concerning confidentiality and privacy. The Contractor and all personnel shall not inspect, view, peruse, copy, or examine any confidential material or documents. Should any violation or breach of this provision occur, such will constitute cause for immediate termination of the contract.

4.17 Training. The Contractor will be responsible for instructing and training their personnel in proper work methods and procedures. The Contractor shall submit to the State a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training including hazardous materials
- Customer service relations

4.18 Cleaning Specifications (Standards) to Include but Not Be Limited to: Cleaning techniques detailed are intended to assure acceptable outcomes. Alternative cleaning techniques that provide equal outcomes may be approved by the State.

Janitorial services will commence at 5:00 p.m. unless stated otherwise.

- **FLOOR SWEEPING AND VACUUMING**

  A satisfactory or acceptably swept floor will not have dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment doors, and furniture will not be disfigured by sweeping, mop, or broom. After sweeping, the room will appear orderly and well attended. Do not use oil emulsion, an oil base, or a treated mop.

- **DAMP FLOOR MOPPING**

  Floors, including stairways, landings, and library stacks, will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping or dry cleaning. A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water. Damp mopping is accomplished by the use of cotton mops, detergent solution and clean

water. Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.

- **FLOOR SCRUBBING**

A floor that is satisfactory or acceptably scrubbed is without embedded dirt, cleaning solution, film, stains, marks or water.

a. Care and Treatment of Wood Floors: Damp mopping is preferred and wet mopping and scrubbing will be used only when the floor is very dirty. Avoid letting water stand on floors. No alkalis will be used in the cleaning of wood floors. All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed.
b. Rest Room Floor Cleaning: Rest room floors (concrete or tile) will be swept and scrubbed at least once a day. The immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned as required by the cleaning schedule using either manual or machine method of scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.
c. Terra Cotta Surfaced Floors and Stairways: All acceptable floor care materials used on terra cotta floors will be applied in strict accordance with the manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Product shall not discolor the tiles. Contractor is to get product approval from the State prior to application.

- **FLOOR FINISH REMOVAL**

Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

- **FLOOR FINISH APPLICATION**

A satisfactory or acceptable floor finish has a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor finish will be applied or allowed to remain on wall bases. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.

In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of two coats of sealer and four coats of wax shall be required.

- **DUSTING**

A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely, not scattered around.

a. Typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature will not be dusted. Low and high dusting shall include but not be limited to horizontal and vertical cleaning of files, cabinets, fixtures, office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings, and walls.
b. Dusting of heating and air conditioning equipment shall include exterior portions of unit heaters, air conditioners, and heating and air conditioning grills.

- **PLUMBING AND REST ROOM FIXTURES AND DRINKING FOUNTAINS**

  Acceptably cleaned toilets, room fixtures, and rooms have no objectionable odors. Wash bowls, bath tubs, showers, toilet bowls, and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges, crevices, traps, holes and rims will be clean. Dispensers will be filled and in working condition. There will be no markings on walls, cabinets, tops, hardware and fixtures. Floor, wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Care shall be taken to prevent entrance of cleaning solution or water between fixture and the wall during cleaning. Disinfectants will be used on toilet bowls, floors, partitions and other fixtures. Solid crystal deodorant may be required. Rest room supplies will be supplied by the Contractor.

- **SURFACE CLEANING**

  Glass is acceptably or satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

  All glass including mirrors, glass cabinets, display cases, desk tops, glass entrances, partition plastics, and interior window glass.

  Metal is satisfactorily or acceptably cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.
  A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirty hand prints, coffee stains or other recent soiling, streaks, and film, walls wainscoting, door, and trim shall be included, but shall not limit the areas cleaned.

- **CLEANING AND POLISHING FURNITURE**

  All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen. It is preferred that the Contractor use polishes that contain waxes mixed with oil to brighten and protect the finished surfaces. No oily, sticky residue will be accepted. Polish shall be applied on the surfaces as intended by the manufacturer's directions. Plastics and imitation leather coverings shall be cleaned with a detergent solution. Leather coverings shall be cleaned with a combination cleaner and polish. Acceptably cleaned furniture, metal, wooden or upholstered will be free from all wax, scuff marks, water marks, and cobwebs.

- **WASTE RECEPTACLES**

  Waste receptacles consist of ashtrays, waste paper baskets, refuse containers, etc. All containers shall be emptied daily with trash and paper removed from the building and deposited in the collection facilities provided. Ashtrays will be emptied and cleaned daily. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.

- **VENETIAN BLINDS**

  An acceptably clean blind will be free of dust deposits and film. Paint coatings will not be damaged.

- **LIGHT FIXTURES**

  All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs, and tubes will be free from dust, dirt, and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.

- **CLEANING MATS**

  Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust, and other soiling materials. Dirt and dust deposits under the mats will be completely removed and clean mats carefully replaced. Soil removing entrance mats will be supplied by the Contractor for all building entrances.

- **BRASS CLEANING AND POLISHING**

  All brass/bronze hardware and fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints. Brass plated fixtures shall not be cleaned with abrasive agents.

- **WALL WASHING, REST ROOM AND SHOWER STALLS**

  Rest room, shower ceramic and hard finish wall washing, shall be acceptable if bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.

- **CARPET CARE**

  All carpets will be vacuumed with a commercial vacuum, beater type with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning. Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the entire surface, including corners, edges, below radiators, behind doors, and under furniture, is free of dirt, dust, stains, spots, or other deposits. Wall bases, equipment, doors, and furniture will not be disfigured by the cleaning equipment. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.

  Cleaning is acceptable and satisfactory when the carpet is free of dirt, dust, stains, or other deposits. Cleaning will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Care must be taken to protect areas with communication and electrical channels beneath the carpet; no moisture shall be allowed to seep into the channeled area. Carpets shall be vacuumed with a commercial vacuum machine with a power head after the carpet has dried. Surface cleaning will not be considered acceptable.

  Care should be taken to protect metal objects such as desks, bookcases, and equipment stands from rusting into or discoloring the carpet. Carpet tile shall be shampooed according to manufacturer's specifications.

4.19 Work Schedule.

a. The Contractor will commence cleaning after 5 p.m. and will complete scheduled cleaning by no later than 1:00 a.m. the following morning. The State reserves the right to make necessary scheduling changes including all daytime scheduled cleaning at no additional charge.
b. The State reserves the right to schedule daytime cleaning as required within contract buildings as operation areas and functions change at no additional charge.
c. All contractual services are to be performed Monday through Friday. Work schedules are not subject to change without prior written or verbal approval from the State.
d. Cleaning for a specific room (i.e., secure areas, computer rooms, etc.) will be performed between 8:00 a.m. and 5:00 p.m. as the area is locked at night.
e. The State will be notified of dates and time of day that any monthly, quarterly, semi-annual, or annual requirements commence and are completed for each building so an authorized representative can verify accomplishment of work.
f. The Contractor will submit to the State a list of all employees working under this contract. This list is to include names, work schedule, and work locations of each employee. When changes are made to the list, the State shall receive, within five calendar days, a revised listing.

4.20 Basic Requirements.

Five Days per Week

a. Clean water fountains.
b. Empty waste baskets and replace polyliners as often as necessary to insure a clean and sanitary atmosphere. Empty ashtrays and damp-wipe ashtrays, remove trash from buildings. No trash may be left inside buildings after cleaning is completed. Break down cardboard boxes before putting in recycle bin or dumpster.
c. Clean and sanitize rest rooms, showers, shower floors, toilets, bathtubs, lavatories, fixtures, and partitions; sweep and mop floors. Vacuum/dust rest room ventilation grilles.
d. Replenish soap, towels, sanitary napkins, and toilet tissue.
e. Sweep or dust mop hard surfaced floors and inside stairways, damp mop all floors and stairways to remove dirt and stains that cannot be removed by sweeping.
f. Spot vacuum offices as necessary to remove visible dirt and debris.
g. Vacuum all carpeted conference rooms, high traffic areas, and hallways using a commercial vacuum with a power head. Vacuum all edges with proper cornering tool, as needed.
h. Spot clean all carpet stains as necessary.
i. Clean all entry door glass.
j. Empty outside cigarette disposal containers.

Weekly Requirements

a. Thoroughly vacuum all carpeted office areas using a commercial vacuum with a power head. Vacuum all edges with proper cornering tool as needed.
b. Machine polish or spray buff all areas of floors, inside stairs, and other hard surfaced areas.
c. Clean all conference tables, file cabinets, and work surfaces so as to be free of all ink spots and smudges.
d. Vacuum all outside carpeted entryways.
e. Clean display glass and all mirrors.
f. Spot clean smudges and kick marks from elevator cars and doors, interior walls, doors, and all visible areas. Remove smudges from walls and partitions as needed.
g. Sweep all building entries.
h. Empty building entry trash containers daily.

Monthly Requirements (1st Full Week of Each Month)

a. Wash all rest room partitions, shower walls and ventilation grilles.
b. Polish metal handrails and unpainted metal decorations.
c. Clean window partitions.
d. Clean ledges, windowsills, stair banisters, radiator hoods, etc.
e. Pour water down the floor drains in all rest rooms.
f. Extract all elevator carpets and walk off mats.

Additional Basic Requirements and the Quarterly, Semi-Annual, and Annual Requirements are found in Attachment A to this contract.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the janitorial services to be provided, the State shall pay according to the following schedule:

BUILDING		SQUARE FOOTAGE		ANNUAL BID PRICE
7. **225 NORTH ROBERTS**				
* Basic	$ 72,475.38			
* Quarterly	$ 2,000.00			
* Semi-Annual	$ 750.00			
* Annual	$ 2,500.00	88,758	$ 0.8757/ft2	$ 77,725.38

* Stripping and floor finishing $ 0.75/ft2
* Carpet cleaning
(including furniture removal) $ 0.75/ft2

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5.3 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each Contractor shall ensure that at least 50% of a Contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.4 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each Contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for **Janitors for District 5 - Helena** to be **$11.66** per hour, plus a benefit rate of **$2.89**.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the janitorial services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

9.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent Contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT PERFORMANCE ASSURANCE

12.1 Contract Performance Security – All Forms Accepted. The Contractor must provide contract performance security based upon **25**% of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within 10 working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A- and supplied on the State of Montana's designated form entitled "Contract Performance Bond," found at http://gsd.mt.gov/procurement/forms.asp; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form entitled "Irrevocable Letter of Credit," found at http://gsd.mt.gov/procurement/forms.asp; or

- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificates drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union share insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the State. All interest income from these certificates must accrue only to the Contractor and not the State.

See Title 18, chapter 4, part 3, MCA, Title 30, chapter 5, MCA, and ARM 2.5.502.

This contract performance security must remain in effect for the entire term of the contract. A new surety bond or irrevocable letter of credit must be issued to the State of Montana if this contract is renewed.

The contract performance security in the form of an Irrevocable Letter of Credit #500 has been provided to the following address: State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

13. CONTRACT TERMINATION

13.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

13.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least **30** days prior to the effective date of termination.

13.3 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

14. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Doug Olson will be the liaison for the State.
General Services Division
1310 East Lockey
PO Box 200110
Helena, Montana 59620-0110
Phone: (406) 444-3060
Email: doolson@mt.gov

Pamela Bompart will be the liaison for the Contractor.
Bompart Cleaning Service, Inc.
PO Box 67
Jefferson City, Montana 59638
Phone: (406) 933-5704

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

15. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Contractor's option and expense, a conference call meeting may be substituted.

Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

16. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

17. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

19. SCOPE, AMENDMENT, AND INTERPRETATION

19.1 Contract. This contract consists of 16 numbered pages, Attachment A, IFB10-1795J**,** as amended and the Contractor's IFB response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

19.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
Department of Administration
General Services Division
1310 East Lockey
PO Box 200110
Helena MT 59620-0110

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____

BOMPART CLEANING SERVICE, INC.
PO Box 67
Jefferson City MT 59638

FEDERAL ID # 27-1281138

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Bureau

ATTACHMENT A

Basic Requirements

a. Photo Lab (Dark Room): Remove the floor mats and damp mop the floor and the floor mats nightly.

b. Shipping and Receiving is to receive nightly office cleaning (floor swept, damp mopped and garbage emptied).

c. Memorial Day - Labor Day: Clean the first floor public restrooms, includes restocking of the paper products on Monday mornings after the weekend. This will be done at 7:00 a.m.

d. The third floor infrequently used offices need to be swept and damp mopped on a weekly basis.

e. Military Museum and third floor hallway need to have the glass display cases cleaned on a weekly basis.

f. Sweep and damp mop the Security Guard office daily.

g. Third floor conference room is to be vacuumed daily.

h. Vacuum Gift Shop daily.

i. Dust Library shelving (first week of every month).

j. Sweep and damp mop Library Stacks and Photo Archives areas (first week of every month; Security Guard will have to be present during cleaning).

k. Maintain the brass on the Main Front entry doors in a bright appearance daily (free of smudges and streaks).

l. Wipe down the benches in the Haynes Exhibit on a daily basis.

m. Maintain the wood floors in the Russell and Northeast Galleries to the manufacturer's specifications.

Quarterly Requirements (February/May/August/November)

a. Shampoo/clean completely all carpeted floors in conference rooms, high traffic areas and hallways. Move all movable furniture, equipment, etc. Three (3) or more filing cabinets side by side shall constitute a bank of filing cabinets. Banks of filing cabinets need not be moved if adequate cleaning can be provided with files in place. Such cleaning shall not damage either the cabinets or the floor surfaces. Computer equipment shall not be moved by the Contractor in any event.

b. Scrub, clean and apply two coats of wax to all restroom floors. (No wax finish is to be applied to ceramic flooring).

c. Scrub, clean and apply two coats of wax to all high traffic areas (hallways, entries, lobbies, etc.)

d. Wash and scrub waste baskets, ashtrays, sand urns, garbage containers, etc.

e. Clean all air duct grills, etc.

f. Clean bugs from inside of light fixture covers.

g. Wash all bathroom walls.

h. Scrub and clean all stairs.

i. Polish metal hand rails and unpainted metal decorations.

<u>Semi-Annual Requirements</u> (May/November)

a. High dust all areas.

b. Vacuum upholstered fabric or chairs, furniture, etc. Spot clean as necessary.

c. Dust venetian blinds.

<u>Annual Requirements</u> (May)

a. Damp clean venetian blinds.

b. Wash light fixture covers inside and out, including skylites.

c. Clean all radiators, heat convectors, pipes, etc.

d. Shampoo/clean completely all carpeted floors. Move all movable furniture, etc. Three (3) or more filing cabinets side by side shall constitute a bank of filing cabinets. Banks of filing cabinets need not be moved if adequate cleaning can be provided with files in place. Such cleaning shall not damage either the cabinets or the floor surfaces. Computer equipment shall not be moved by the Contractor in any event.

e. Seal, wax and buff all hard surface floors. **Remove all finishes to bare substrate.** (This includes all main halls and public areas, offices, etc.) Move movable furniture, equipment, etc.

f. Clean off all chair mats.