CONTRACT AMENDMENT NO. 2
CONTRACT FOR JANITORIAL SERVICES: PINE HILLS YOUTH CORRECTIONAL FACILITY
CONTRACT # COR16-0014JT

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, (State), located at 5 South Last Chance Gulch, Helena, MT 59601, and ABM Onsite Services West, Inc, (Contractor), whose address and phone number are 1302 24th Street West, #377, Billings, MT 59102, (406) 812-0090. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period July 1, 2018 through June 30, 2019, per the terms, conditions, and prices agreed upon. This is the second renewal, third year of the Contract.

Except as modified above, all other terms and conditions of Contract # COR16-0014JT remain unchanged.

STATE OF MONTANA
Department of Corrections
5 South Last Chance Gulch
Helena, MT 596601

BY: Cindy McKenzie YSD Administrator
(Name/Title)

DocuSigned by:
Cindy McKenzie
5D1FF62E9F074AE...
(Signature)

DATE: 5/15/2018

ABM Onsite Services West, Inc.
1302 24th Street West, #377
Billings, MT 59102
FEDERAL ID # 205994719

BY: Chris Rietdorf Operations manager
(Name/Title)

DocuSigned by:
Chris Rietdorf
E47266A0C2164C0...
(Signature)

DATE: 5/14/2018

Approved as to Legal Content:

DocuSigned by:
Colleen Ambrose 5/6/2018
FFF888078013447...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
John Thomas 5/3/2018
49E3FEF749664B6...
Contracts Officer (Date)
State Procurement Bureau

CONTRACT AMENDMENT NO. 1
CONTRACT FOR JANITORIAL SERVICES: PINE HILLS YOUTH CORRECTIONAL FACILITY
CONTRACT # COR16-0014JT

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, (State), located at 5 South Last Chance Gulch, Helena, MT 59601, and ABM Onsite Services West, Inc, (Contractor), whose address and phone number are 1302 24th Street West, #377, Billings, MT 59102, (406) 812-0090. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period July 1, 2017 through June 30, 2018, per the terms, conditions, and prices agreed upon. This is the first renewal, second year of the Contract.

Except as modified above, all other terms and conditions of Contract # COR16-0014JT remain unchanged.

STATE OF MONTANA
Department of Corrections
5 South Last Chance Gulch
Helena, MT 596601

BY: Cindy McKenzie YSD Administrator
(Name/Title)

DocuSigned by:
Cindy McKenzie
5D1FF62E9F074AE...
(Signature)

DATE: 6/21/2017

ABM Onsite Services West, Inc.
1302 24th Street West, #377
Billings, MT 59102
FEDERAL ID # 205994719

BY: Chris Rietdorf Operations manager
(Name/Title)

DocuSigned by:
Chris Rietdorf
E47266A0C2164C0...
(Signature)

DATE: 6/9/2017

Approved as to Legal Content:

DocuSigned by:
FFF888078013447...
Legal Counsel 6/5/2017 (Date)

Approved as to Form:

DocuSigned by:
John Thomas
49E3EEF710864B6...
Contracts Officer 5/24/2017 (Date)
State Procurement Bureau

JANITORIAL SERVICES PINE HILLS YOUTH CORRECTIONAL FACILITY
COR-IFB2016-0014JT

THIS CONTRACT is entered into by and between the State of Montana, Department of Corrections, (State), whose address and phone number are 5 South Last Chance Gulch, 406-444-3930 and ABM Onsite Services, (Contractor), whose address and phone number are 1302 24th Street West #377, Billings, MT 59102 and (406) 812-0090.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is July 1, 2016, through June 30, 2017, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in 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.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following janitorial services at the Pine Hills Youth Correctional Facility as more fully described in COR-IFB2016_0014JT and the Contractor's bid proposal.

Contractor will provide the following cleaning services every Monday and Thursday, starting after 5:00 p.m., or at a mutually agreed upon time. Services will be provided at Pine Hills Youth Correctional Facility, 4 N Haynes, Miles City, MT 59301. Services will be provided throughout the facility, including the infirmary. State will furnish all necessary cleaning supplies and equipment to accomplish the duties described herein. Each cleaning Contractor performs will consist of first sweeping, then mopping tile floors, emptying all waste receptacles, dusting, vacuuming carpeted areas, cleaning and disinfecting bathrooms and toilets, and washing interior glass, as necessary. CONTRACTOR and all personnel shall provide pertinent personal information (full name, birth date, Social Security number) to be cleared through security for entrance to the facility and are subject to annual review.

3.1 Floor Sweeping. Contractor will sweep floors and will not leave dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment Contractor moves during sweeping will be replaced. Contractor will not disfigure wall bases, equipment doors, and furniture with a sweeping mop or broom. After sweeping, Contractor will ensure the room appears orderly and well attended. Contractor will not use oil-emulsion, an oil base, or a treated mop.

3.2 Damp floor mopping. Contractor will mop floors to remove dirt that remains on the floor surface that cannot be removed by sweeping or dry cleaning. Contractor will damp mop floors to present a clean appearance and be free from streaks, smears, dirt residue, heel and shoe marks, and water. To damp mop floors, Contractor must use cotton mops, detergent solution and clean water. Application of free water

sufficient to stand on the floor or seep into flooring joints is not acceptable. Contractor must use a long handled scrub brush and a cleaner strong enough to clean black from grout.

3.3 Dusting. Contractor will dust all surfaces to ensure they are free of all dust, dust streaks, lint, cobwebs, dirt and oily streaks or stains from contact with oily dusters. Contractor must remove dust completely.

a. Contractor will not dust typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature. Contractor will perform low and high dusting which includes, but is not limited to, horizontal and vertical cleaning of files, cabinets, fixtures, and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings, and walls.

b. Contractor will dust all vents and heating and air conditioning equipment which shall include exterior portions of unit heaters, air conditioners, and heating and air conditioning grills.

3.4 Plumbing, Kitchen, Rest Room Fixtures, and Drinking Fountains. Contractor will clean toilets, room fixtures, and rooms so there are no objectionable odors. Contractor will clean wash bowls, bath tubs, showers, toilet bowls, urinals, edges, crevices, traps, holes and rims so they are clean, bright, without soap films, scratches, corrosion and incrustation. Contractor will clean and disinfect all sinks. Contractor will fill soap dispensers and maintain them in working condition. Contractor will ensure that there are no markings on walls, cabinets, tops, hardware and fixtures. Contractor will ensure that floors, wainscoting, partitions, all metal fixtures and other hardware, and adjacent surfaces are clean and bright. Contractor shall not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Contractor will prevent entrance of cleaning solution or water between fixture and the wall during cleaning. Contractor will use disinfectants on toilet bowls, floors, partitions and other fixtures.

3.5 Glass Cleaning. Contractor will clean glass surfaces so they are without spots, streaks, film, water deposits or stains. Contractor will clean glass surfaces making then uniformly bright in appearance with all adjacent surfaces wiped clean and dry. Glass includes mirrors and interior windows.

3.6 Waste Receptacles. Contractor will empty all waste receptacles each day. Contractor will remove trash and paper from the building and deposit it in the collection facilities provided. Waste receptacles, consist of waste paper baskets, refuse containers, etc. Contractor will ensure that all waste receptacles are free from deposits; dirt, streaks and odors and liners are placed in all waste receptacles and changed as often as necessary in order to maintain a clean and sanitary condition. State will supply waste receptacle liner supplies. Contractor will throw away all boxes.

3.7 Disinfect, Scrub, and Clean. Contractor will disinfect, scrub, and clean intake cells, including toilets.

3.8 Equipment and Supply Storage. Contractor is responsible for the safety, orderliness and cleanliness of the storage area.

3.9 Damages to Furniture and Appurtenances. Building finishes or appurtenances soiled or damaged due to Contractor operations must be cleaned, repaired, replaced, and/or restored by Contractor to a condition not less than that existing immediately prior to the damage and without cost to State. Contractor will not use State furniture as carts for transporting trashcans, etc. Misuse or abuse of State property will be reason for State action under contract terms.

3.10 Clean-up. Contractor will keep all supplies, equipment, and machines out of traffic lanes or other areas where they might be hazardous or unsightly and will remove these at the end of each work period or secure them in a storage room provided for this purpose. Contractor must use approved containers to properly dispose of cloths, mops or brushes containing flammable materials.

a. Contractor will dispose of all dirt and debris collected while cleaning each day.

b. Contractor cleaning techniques detailed in contract are intended to assure acceptable outcomes. Alternative cleaning techniques that provide equal outcomes are acceptable to State.

3.11 Supplies and Equipment. State will supply all necessary cleaning equipment and supplies.

3.12 Building Security. Contractor will close and lock windows and doors and turn off lights when cleaning is completed in an area. Contractor shall turn lights on only in areas actually being cleaned; other lights, except for exit and emergency lights, must be turned off to conserve energy.

a. Contractor will not leave doors or windows unlocked. 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.

b. Only Contractor employees are allowed in the buildings during work shifts. Family members, friends, or pets of Contractor employees are not allowed access to Pine Hills Youth Correctional Facility.

3.13 Inspections, Supervision, and Enforcement. Contractor will adhere to cleaning specifications in order to provide a clean, healthy, and safe work environment for all employees. Contractor will provide prompt and courteous service to State in order to fulfill this obligation.

a. All services and workmanship Contractor performs is subject to inspection by State at any time during the term of the contract. State reserves the right to inspect a work area during any twenty-four (24) hour period.

b. State has the authority to point out to Contractor any performance deficiencies and require corrective measures in accordance with contract terms. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the designated contact person for appropriate action. Inspection of the service area is the responsibility of the designated contract person or designee.

3.14 Correction of Deficiencies. As requested by State, Contractor will take immediate corrective action to complete any services found to be incomplete, defective, or not accomplished as scheduled.

a. State will complete a written report of any Contractor performance deficiencies and a copy given to Contractor for response. Contractor written and signed response will be kept on file with State.

b. Contractor must supply experienced janitorial supervisors. Supervisors will be responsible for instructing and training Contractor personnel in proper and specified work methods and procedures. Contractor janitorial supervisors will direct, schedule, and coordinate all janitorial services and functions to completely accomplish the work as required by contract and as specified herein. Contractor will be available Monday through Friday of each week to discuss contract issues and provision of janitorial services.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services

corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

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

State shall pay Contractor $150 per cleaning, not to exceed fifteen thousand six hundred and 00/100 dollars ($15,600.00) per contract year for the services described herein.

5.2 Withholding of Payment. In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

6. PREVAILING WAGE REQUIREMENTS

6.1 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 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 non-construction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 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.

6.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than $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.

Because this Contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

6.3 Notice of Wages and Benefits. Furthermore, 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 18-2-423, MCA.

6.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 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.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Non-construction Services 2016.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 15, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period. Contractor shall create and retain all records supporting the janitorial services for a period of eight years after either the completion date of this Contract or termination of the Contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to 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 Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

9. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save 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 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 Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. REQUIRED INSURANCE

10.1 General Requirements. Contractor shall maintain for the duration of this 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 Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

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

10.3 Specific Requirements for Commercial General Liability. 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 Contractor or its officers, agents, representatives, assigns, or subcontractors.

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 Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

10.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

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

10.6 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 State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 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 Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

12. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the

purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.
Contractor shall, in performance of work under this Contract, fully comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. Contractor shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

13. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

15. CONTRACT TERMINATION

15.1 Termination for Convenience. State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

15.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

15.3 Reduction of Funding. State must by law terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made

available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

16. EVENT OF BREACH – REMEDIES

16.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 21.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

16.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

16.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 15.1, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 15.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

17. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

18. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

19. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

20. LIAISONS AND SERVICE OF NOTICES

20.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as 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 under this Contract must be coordinated between State's liaison and Contractor's liaison.

Brian Engebretson is State's liaison
4 N Haynes Ave
Miles City, MT 596301
(406) 232-2306
E-mail: bengebretson@mt.gov

Chris Reitdorf is Contractor's liaison
1302 24th Street West #377
Billings, MT 59102
(406) 812-0090
E-mail: chris.reitdorf@abm.com
Website: www.abm.com

20.2 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

21. MEETINGS

21.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is 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 State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such

transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

23. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this 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.

24. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402).

25. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

26. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

27.1 Contract. This Contract consists of 11 numbered pages, any Attachments as required, Solicitation # COR-IFB2016 0014JT, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

27.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

28. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

Remainder of this page is intentionally left blank.

29. EXECUTION

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

STATE OF MONTANA
Department of Corrections
5 South Last Chance Gulch
P.O. Box 201301
Helena, MT 59620- 1301

BY: _____
(Name/Title)

_____
(Signature)

DATE: 6·22·16

ABM Onsite Services-West, Inc
1302 24th Street West #377
Billings, MT 59102
FEDERAL ID # 205994719

BY: _____
(Name/Title)

Ed Marcil / Vice President
(Signature)

DATE: 7/26/16

Approved as to Legal Content:

_____ 6-21-16
Legal Counsel (Date)

Approved as to Form:

_____ 6-21-2016
Procurement Officer (Date)
State Procurement Bureau