

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this ____ day, of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **MAINTENANCE RESOURCES, INC.** authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities to provide janitorial services at Douglas County Facilities per specifications in IFB #011-22; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY: Troy Bahr, Facilities Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the Term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **FOUR HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND ZERO CENTS (\$467,808.00)** for the Term of this Contract. In no event shall the

County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on **JANUARY 1, 2026**, and terminate at 11:59 p.m. on **DECEMBER 31, 2026**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. BADGE ACCESS TO COUNTY FACILITIES: If this Contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings such as the Douglas County Justice Center, 4000 Justice Way, Castle Rock, CO 80109, that may contain Criminal Justice Information (CJI) material, additional provisions are necessary. If applicable, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

The successful bidder shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.

8. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County.

9. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims,

demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

10. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. The Contractor and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

12. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

13. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

15. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

16. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such

termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

17. NOTICES: Notices concerning Termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Douglas County Government
Attn: Luanne Lee, Business Services & Operations Manager
3026 N. Industrial Way, PO Box 1390
Castle Rock, CO 80109
Phone: (303) 660-7445
E-mail: llee@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, CO 80104
Phone: (303) 660-7414
E-mail: attorney@douglas.co.us

MCS, Inc. d/b/a Maintenance Resources Inc.
Attn: Tito Muniz, CEO
702 W. 48th Ave, Unit H
Denver, CO 80216
Phone: (303) 388-3052
Email: tito@maintenanceresourcesinc.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under the Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all

applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

21. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services pursuant to this Contract in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant Manager, and the Board of County Commissioners.

24. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- | | |
|-----------------|--------------------------------------|
| 1 st | This Contract, Sections 1 through 29 |
| 2 nd | Exhibit C - Insurance Requirements |
| 3 rd | Exhibit A - Scope of Services |
| 4 th | Exhibit B - Method of Payment |

25. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

26. ENTIRE CONTRACT: The Parties acknowledge and agree that the provisions contained herein constitute the Entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

27. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the Term of this Contract.

28. COUNTY EXECUTION OF CONTRACT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

29. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if the failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from

any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or actions of government authorities.

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Exhibit A
SCOPE OF WORK

1) Cleaning Staff

- Individuals working for the Contractor are to be employees, not independent contractors or day laborers.
- Contract employees must be at least eighteen (18) years of age and must be legally eligible to work in the U.S. and have complied with immigration laws as verified by the completion of Form I-9.
- The Contractor shall not employ persons for work on this contract if such employee is a potential threat to the health, safety, security, general well-being of others. Where reading, understanding and discussing safety and environmental warnings are an integral part of the employee's duties, that employee will be able to understand, read, write and speak English.
- The Contractor shall maintain a current listing of employees. The list will include employee names, social security numbers, addresses, and phone numbers. This list shall be available to Douglas County Government upon request.
- The Contractor shall ensure employees are properly trained in all areas regarding janitorial work and are qualified to safely operate any power equipment before assigning employees any tasks that require the use of such equipment. Contract personnel shall present a neat appearance, complying with the following dress code requirements when on County property.
- All workers while on Douglas County property must wear their County issued identification.
- It is preferred that all workers, while on the job, wear a company identifying uniform shirt.
- No shorts, tank-tops or halter tops.
- No clothing or headwear with written or visual messages of the following types: alcoholic beverage related, tobacco product related, sexually oriented, profane, gang related, or other message that would be socially inappropriate for people working on County property.
- At no time may family members and/or friends be allowed to accompany a contract employee at the work site.

2) Cleaning Staff Supervisor

- Supervisor shall report any maintenance issues as soon as possible to the designated Douglas County Supervisor.
- All emergency issues are to be called in to the FFESS Emergency after hours phone number 303-660-7398.
- The successful Contractor shall employ a competent supervisor who is required to be on duty during the progress of the work.
- The supervisor shall be the primary representative for the Contractor and all communications given to, and all decisions made by, the supervisor shall be binding on the Contractor.
- The supervisor shall be responsible for maintaining a cleaning/maintenance request/complaint log. All complaints regarding poor performance or missed areas must be resolved the next scheduled work session.
- The supervisor shall be responsible for ensuring that staff, tools, equipment, supplies and materials are available as necessary for satisfactory contract performance. FFESS staff will stock all janitorial supply rooms. Any requests for supplies (consumables) are the responsibility of the Supervisor/Manager. All requests are to be emailed to the designated Douglas County Supervisor.
- The supervisor shall be responsible for coordinating scheduled carpet cleaning with carpet cleaning contractor for access to facilities.
- The supervisor shall be responsible for securing all entrances and making sure all keyed doors are locked at beginning and end of every shift. This includes all interior and exterior doors. DOORS ARE NOT TO BE LEFT PROPPED OPEN - additionally contractor staff is responsible for turning off the lights on every floor before exiting the building.

3) Security

This contract requires access to multiple buildings within the County. As such, the successful bidder and all associated personnel must pass a Federal Fingerprint/Background check prior to the start of work and access to any facility. The fingerprint/background checks will be completed by Douglas County. The successful bidder shall supply a list of employees who will be responsible for performing services under this contract for Douglas County. To ensure compliance with our security policy and the IFB, please supply one or two alternates that may be required to cover for illness, vacation, etc. Upon confirmation of passing the federal background check, they will be photographed for a County issued access card. Only these individuals will

be allowed on County premises to perform services.

Douglas County reserves the right to deny access to any employee on County property, who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the County and/or its population. Should access be denied, the successful bidder shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

Security of County buildings is of utmost importance. The Contractor shall exercise due caution to ensure that security is not compromised. Any security issues need to be communicated to the designated Douglas County Supervisor.

The Contractor shall be issued two (2) sets of keys to each building and shall be responsible to ensure the keys are kept under the control of designated supervisor until keys are returned to a County. In the event the keys are lost, misplaced, or stolen, the Contractor shall notify a County immediately upon discovery of the loss. If re-keying of a building or buildings is required as a result of the loss of keys by the Contractor or his/her employees, the Contractor shall be liable for the expense of re-keying. Only the building or buildings for which keys are lost will be re-keyed.

4) Cleaning Supplies

All cleaning equipment used to provide the services required for this contract shall be provided/maintained by the Contractor. Douglas County will provide all consumable paper products, trash bags and cleaning chemicals. Cleaning fluids that leave a lasting offensive odor or present a danger to building occupants shall not be used. Supply rooms, mop closets and mop sinks are to be maintained in a clean and organized manner.

5) Task Key

The following tasks shall be accomplished for all buildings according to the indicated frequency:

- 5W = five days a week, Monday through Friday
- 1W = one time each week, shall be the same day each week
- 2M = two times each month, first and third week
- 1M = one time each month, shall be first week
- 1Q = one time quarterly, shall be the last month of each quarter
- 1SA = one time every six months, the last month of the six-month period
- AR = as required

6) Trash Removal (5W)

All trash containers shall be emptied and shall receive a new trash liner, as needed. All other containers shall be emptied, cleaned and returned to their original position.

Boxes, cans, and papers placed near a trash receptacle shall be removed only if clearly marked "trash" or if the Contractor's employee has confirmed with the area personnel or office personnel that these items are indeed "trash" and are to be removed. The Contractor shall not remove any construction type materials. The Contractor shall pick up and dispose of all trash falling onto the ground around the outside of the collection point or dumpsters during or after removal of trash. No trash shall be left in the building overnight in the janitor's closet.

The trash dumpsters and the interior/exterior trash cans will be provided by Douglas County.

7) Drinking Fountains (5W)

The Contractor shall report leaking, broken, stopped up or overflowing fountains to Douglas County Facilities. The Contractor shall use a manufacturer's recommended disinfectant on all porcelain and/or polished metal surfaces, to include the drain. The fountain and area shall be free of streaks, dust, water stains, dirt, and soil. Stainless steel cleaner will be provided.

8) Floor Maintenance (Vacuum, Sweeping, Mopping) - Carpets, Rugs, Mats (5W)

Wall-to-wall carpet and area rugs in rooms, hallways, vestibules, etc., shall be referred to as "carpet". The Contractor shall vacuum the entire carpet/rug area until it is free of all litter, dust, dirt, and soil. Office furniture, wastebaskets, chairs, tables, and cabinets with rollers shall be moved to vacuum underneath. These items shall be returned to their original location. Items shall not be placed on the desk(s). Carpet-type mats

and runners (primarily in entrances or hallways) shall be vacuumed to remove soil and dirt. Rubber, polyester and other synthetic mats and runners shall be damp mopped after the floor underneath has been cleaned. Including office and cubicle chair mats. Spot cleaning of carpets/rugs shall be performed as “spots” and “stains” occur. A good quality spot/stain remover recommended by the carpet manufacturer shall be used. The Contractor shall insure that the spot/stain remover used does not cause the carpet to discolor when applied. A professional carpet shampoo shall be used. ALL vacuums must include a HEPA filter.

9) Carpets (1Q)

All carpet permanently affixed to the floors shall be shampooed. A professional “dry” carpet shampoo process shall be used. This task shall be accomplished on the last workday of the week. Contractor will provide a detailed list of all buildings scheduled for this task. Weekend work will need to be approved in advance by Douglas County.

10) Tile Floor (5W)

Floor maintenance shall be referred to as “floors” and shall include all floors covered with tile such as offices, halls, stairways, and stairway landings. These floors shall be damp mopped and cleaned so that the floors present a clean appearance, free from streaks, smears, dirt residue, water, and any other markings. The cleaned floor shall have a uniform, glossy appearance free of scuff marks. This also applies to the grout lines under sinks, urinals and around toilets. During the cleaning, no items shall be placed on desks.

11) Stripping and Re-Waxing of Tiled and Concrete Floor Areas (1Q)

The Contractor shall move all furniture and equipment (except file and storage cabinets, desks and bookcases) to allow for stripping and re-waxing where applicable, and then replace the furniture and/or equipment back to its original position. No items shall be placed on desktops. Floors shall be stripped with wax remover solution, followed by a clear water rinse. A coat of wax shall be applied using a clean synthetic nylon mop. Each coat shall be allowed to dry thoroughly and buffed to a hi-gloss uniform sheen with no brush or swirl marks. Wax shall not be applied closer than four inches from the face of the baseboards or any non-moveable furnishing or equipment. Floors treated with Sani-Glaze sealer are NOT to be waxed. (Clean with neutral cleaner only)

12) Concrete Floors (5W)

Floor maintenance shall be referred to as “floors” and shall include all areas covered with concrete such as offices, halls, stairways, and stairway landings. These floors shall be damp mopped so that the cleaning process shall be acceptable when floors present a clean appearance, free from streaks, smears, dirt residue, water, and any other markings. During the cleaning, no items shall be placed on desktops.

12.5 Rubber Floors (5W)

Clean with a neutral cleaner only.

13) Glass Cleaning (2M)

Contractor shall clean both sides of all exposed glass surfaces as listed below. All lucite, plastic, or any transparent materials shall be considered “glass”. This glass definition includes all glass cabinets, glass (window) entrances, glass partitions, display cases. Interior and exterior glass doors, interior and exterior doors with glass enclosed sections, and glassed windows located in interior of buildings. Glass shall be cleaned with a good quality commercial glass cleaner (NO AMMONIA) according to manufacturer’s directions. The glass cleaning in any building shall be a continuous operation until all glass is cleaned. (The Contractor is responsible for outside and inside window cleaning in lobby areas and main points of entry as needed)

14) Glass Cleaning (5W)

Contractor shall clean all exposed glass by entrances on a daily basis. Glass shall be cleaned with a good quality commercial glass cleaner (NO AMMONIA) according to manufacturer’s directions. All glass shall be free of smudges, fingerprints, streaks, and dirt.

15) Dusting (5W)

The Contractor shall dust all credenzas, worktables, chairs, and bookcases. The surfaces shall be free of dust and streaks. Papers and other documents shall not be moved to accomplish this task.

Low dusting shall be limited to a maximum of seven (7) feet above floor level using lightly treated cloth, hand-held tools, lamb's wool duster, tank vacuum with dusting attachments and radiator brush. All dust, lint, and soil shall be removed from the surfaces of baseboards, walls, waste receptacles, horizontal ledges, windowsills, handrails, furniture, filing cabinets, office partitions, support ledges, window blinds, and braces. Dust all exhibits, display cases, pictures, plaques, accessible portions of heating units and air conditioning grills, convectors and fans. Desks that contain documents, personal effects, etc. should not be touched.

High dusting shall be seven (7) feet above the floor level to a maximum of fourteen (14) feet above the floor. All dust, lint and soil shall be removed from overhead doorjamb, heating and air conditioning grills, fresh air ducts grills, exposed piping, glass, the top of all refrigerators, recessed lighting and drop-light fixtures.

16) Cleaning and Polishing Vinyl and Metal, Furniture (1M)

The Contractor shall clean and polish all vinyl and metal chairs, tables, bookcases, and credenzas. All vinyl and metal furniture shall be free of all dust, wax, scuff and wear marks, cobwebs, and accumulated residue. Furniture manufacturer's recommended polish shall be used and shall not change color of the finish. Polish shall not leave surface oily or damage the finish. Upholstery cleaner shall be a foam type cleaner that shall not soak the material. All leather and imitation leather shall be cleaned with a manufacturer's recommended cleaner.

17) Metal Cleaning (1W)

Cleaning of metal shall be done to all metal surfaces to remove all deposits or tarnishing for a bright and uniform appearance. Protective door plates, push-pull plates, door locks, locking and exit devices, water cooler/fountains, shower mixing valves and heads, toilet bowl, urinal, and all types of lavatory fixtures shall not be cleaned with abrasive agents. All cleaning marks and residue shall be removed from adjacent areas.

Contractor shall use only a manufacturer's recommended fine cleaning polish for the type of metal being polished. All damaged or loose-fitting metal fixtures shall be reported to the building maintenance personnel.

18) Interior Walls, Doors, Partitions and Woodwork (1M)

Acoustical wall panels: No water shall be used, water causes the panels to delaminate, the Contractor shall use a vacuum with a soft bristle brush to remove dirt and dust from partitions and wall panel surfaces. Spots shall be removed with a foam type upholstery cleaner that shall not soak the panel or partition surface.

Vinyl walls, painted masonry and painted drywall: Use a general purpose germicidal liquid cleaner concentrate with clean water to remove dust smudges, fingerprints, marks and streaks. Application of cleaning solution shall not cause surface water damage and/or finish damage.

Doors, wood and metal: Use a general purpose germicidal liquid cleaner concentrate with clean water to remove dust, smudges, fingerprints, marks, and streaks. Frames and trim work shall be wiped clean with a damp clean cloth. Application of cleaning solution shall not cause finish damage.

19) General Requirements for Restrooms (5W)

All fixtures shall be washed with a non-damaging neutral cleaner to remove deposits, stains, corrosions, and odorous film. After cleansing all plumbing surfaces, they shall be wiped dry and polished. Soap, paper towel and toilet paper dispensers shall be checked and replenished daily (as needed). Painted surfaces shall be wiped dry after soap cleaning and clear rinsing.

Abrasives shall not be applied to plated hardware or other metals. Counter tops, hardware, and cabinets of water coolers shall be wiped clean with a damp cloth, detergent solution, clear water rinse and wiped dry. Any spillage or overflow onto adjacent walls, floors, or fixtures shall be wiped dry. Contractor shall notify building maintenance personnel of any inoperative fixture.

20) Toilet Bowls and Commodes (5W)

Toilet bowls and commodes shall be cleaned with a germicidal, sanitizing detergent using a nylon bowl brush. The contractor shall not use extremely strong toilet bowl cleaner(s), acids, or strong alkaline as they may damage the ceramic glaze. Thoroughly wash inside rim of bowl using a scrubber to ensure complex removal of deposits. Wash and sanitize the seat, top, and bottom. Wipe outside of bowl, tank, cover, flushing handle, and flush to rinse.

21) Urinals (5W)

The urinals shall be cleaned with a germicidal, sanitizing detergent. Cleaner shall be placed in the trap and allowed to stand not more than one hour, then shall be flushed. Corrosion and rust shall be removed from the drain holes in the bottom, side, and back of the urinal. A stiff bristled brush shall be used with a mild tri-sodium phosphate cleaning solution. No metal objects shall be thrust into these holes as fracturing or breaking of the finish and/or trap may result. After cleaning, wipe all outside surfaces with a damp cloth. Replace deodorant blocks in each urinal as needed and wash adjacent walls.

22) Sinks (5W)

The lavatories shall be cleaned with a germicidal, sanitizing detergent. Chrome-plated hardware shall be cleaned with a disinfectant not abrasive to the chrome or plastic handles. All kitchen/galley sinks are to be cleaned nightly - stainless steel sinks are to be cleaned and then coated with stainless steel cleaner. All solid surface (Corian) sinks are to be cleaned with a soft-scrub detergent and a non-scratch abrasive sponge.

23) Showers (5W)

Wall and floor areas shall be scrubbed with a germicidal, sanitizing detergent to remove all deposits, stains, corrosions, odorous films, and mildew.

24) Restroom Floors (5W)

Concrete and tiled restroom floors shall be swept, scrubbed, and wet-mopped using a germicidal, sanitizing detergent. All grout lines must be scrubbed clean. A final rinse with clean water is essential. There shall be no splash marks or residue on fixtures, baseboards, doors or walls.

25) Mirrors (5W)

Contractor shall clean all mirrors using a good quality glass cleaner. Adjacent trim work shall be wiped clean with a damp clean cloth.

26) Interior Walls and Partitions (1W)

Use a general purpose germicidal, sanitizing liquid cleaner with clean water. Application of cleaning solution shall not cause surface water damage and/or finish damage to painted masonry, painted drywall, wood, or metal partitions. All wall surfaces under soap dispensers and behind trash bins are to be cleaned weekly or as needed.

27) Baseboards/Walls (1M)

The Contractor shall wipe clean baseboards and walls leaving them free of smudges, fingerprints, and dirt. Natural wood baseboards shall be polished with a high-quality polish that will not discolor or stain the wood.

28) Conference Room, Break Room Tables and Reception Area Tops (5W)

The Contractor shall wipe and sanitize table-tops, damp wipe seats and seat backs.

29) As-Required (AR)

Certain tasks will be designated by the contracting officer or representative that shall be accomplished only as the need arises. If these tasks interfere with the required cleaning schedules the Contractor shall notify the County's representative.

In no way shall these tasks interfere with required cleaning schedules. The Contractor shall be responsible for cleaning any spills, overflows, or any other foreign material deposited in any room and/or building. Any additional costs for as-required tasks will be determined and pro-rated by the County's representative.

Exhibit B
METHOD OF PAYMENT

All billing needs to be emailed directly to: ffessadmin@douglas.co.us

Total Monthly Invoicing = \$38,984.00

Douglas County will not require janitorial services on the following 2026 holidays since government buildings will not be open to the public:

- January 1, Wednesday – New Year's Day
- January 19, Monday- Martin Luther King, Jr. Day
- February 16, Monday – Presidents Day
- May 25, Monday – Memorial Day
- June 19, Friday – Juneteenth Day
- July 4, Saturday – Independence Day
- September 7, Monday – Labor Day
- November 11, Wednesday – Veterans Day
- November 26, Thursday – Thanksgiving Day
- November 27, Friday – The day after Thanksgiving
- December 24, Thursday – Christmas Eve – 4 Hours
- December 25, Friday – Christmas Day

Location	2026 Monthly Price
HR Sheriff	\$ 5,512.00
DC Events Admin	\$ 422.00
Crime Lab	\$ 1,725.00
Parker Road and Bridge	\$ 1,184.00
Highlands Heritage Park Office	\$ 885.00
Park Meadows Center	\$ 2,637.00
Wild Cat MV	\$ 890.00
Phillip Miller	\$ 8,439.00
Wilcox Building	\$ 5,345.00
CSU Extension	\$ 890.00
Public Works OPS/Fleet	\$ 1,457.00
Traffic SVCS	\$ 611.00
Facilities Maintenance	\$ 611.00
Facilities Admin	\$ 611.00
Health and Human SVCS	\$ 3,656.00
Evidence Tech	\$ 500.00
Historical Repository	\$ 500.00
Tri County Health	\$ 896.00
Elections Office	\$ 1,158.00
Little White House	\$ 437.00
Highlands Ranch Senior Center	\$ 618.00
Totals	\$ 38,984.00

Exhibit C

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the Contractor’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Contractor will indemnify the County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (20) days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street

Subcontractors. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

Governmental Immunity. The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County, its commissioners, officers, officials, employees or volunteers.

Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.