

PRO FORMA AGREEMENT

CONSULTANT: EcoBrite Services
CONTACT PERSON: Ricardo Fuchs, CEO
ADDRESS: 12000 NE 95th Street, Suite 510
Vancouver, WA 98682
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 27-0953331
TELEPHONE/FAX NUMBER: 503-388-7670
COUNTY DEPT: Facilities & Fleet
DEPT. CONTACT PERSON: Karen L. Anderson
TELEPHONE NUMBER: 425-388-6553
PROJECT: Janitorial Services
AMOUNT: 1,319,022 (Annually, Appx.)
FUND SOURCE: 5115180314122
CONTRACT DURATION: Two years after Contract Execution
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and ECOBRITE SERVICES, (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide Janitorial and Window Washing Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 40-19SR.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

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2. **Term of Agreement: Time of Performance.** This Agreement shall be effective upon Contract Execution (the "Effective Date") and shall terminate two years thereafter, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work within thirty (30) calendar days of contract execution, PROVIDED, HOWEVER, that the County's obligations after December 31, 2019 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. **Compensation.**

a. **Services.** The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. **Overhead and Expenses.** The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. **Invoices.** Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. **Payment.** The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

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e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$ _____ for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: _____
Title: _____
Department: _____
Telephone: (425) 388-_____
Email: <_____@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform

to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the AGREEMENT FOR JANITORIAL SERVICES WITH EcoBrite Services

Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.00

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional

Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

[The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.]

14. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Facilities
 3000 Rockefeller Avenue, M/S 404
 Everett, Washington 98201
 Attention: Karen Anderson

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, Washington 98201
 Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor: EcoBrite Services
 12000 NE 95th Street, Suite 510
 Vancouver, WA 98682
 Attention: Ricardo Fuchs, CEO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims

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to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the
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case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:



Facilities & Fleet Director
for County Executive

3/12/2020
Date

ECOBRITE SERVICES:



Ricardo Fuchs, CEO

3/12/2020
Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

Schedule A
Scope of Services

SITE-SPECIFIC DETAILS/EXCEPTIONS

	All cleaning must be done between the hours of 6 p.m. and 4 a.m. For "summer schedule" (approximately the second week of February until the second week of November), the days the shop requires cleaning are Monday through Thursday. The rest of the year is "winter hours" when cleaning is required Monday through Friday.
Arlington Bridge Crew	
Arlington Bridge Crew	Report to site contact when paper supplies or hand soaps need to be ordered.
Arlington Fleet Facility	Services shall be performed between the hours of 5 p.m. and 10 p.m.
Arlington Fleet Facility	Pressure wash exterior of building annually.
Mission Building	Sweep and remove debris from Mission Building employee and storage room entrances off of Pacific. Inform Facilities immediately of need for further necessary attention.
Cathcart Fuel Station Islands	Remove garbage, disposing in nearby dumpster.
Gun Range	Gun Range Building hard-surface floors require meticulous attention to use of clean wash water, clean rinse water, regularly changed mop heads (including S.O.P. of separate mop heads used for the restroom and other floors), and with strict adherence to the instruction from the Range Master on the use of de-lead solution and all other instructions for mitigating any lead dust. An appropriate HEPA filter vacuum in proper working condition and with filters that are regularly changed out must be used. On-site daily checklist (Excel template provided by County) will be completed daily at janitor closet, and must be maintained and inspected no less than weekly by Contractor Supervisor/Lead. Site must be inspected no less than weekly by Contractor Supervisor/Lead, and be free of dust, debris, and meet all other specifications with complete adherence.
Corrections Medical Unit	Cleaning will occur at 4 p.m. It will include removal of biohazard bins and delivery of empty bins.
Corrections Video Visitation Booths	May require special tool/step ladder to dust/clean tall, wide booths.
Corrections Vehicle Sally Port	Day Porter empty trash/recycle weekly.

Corrections	Monitor material in bio bags/bins/containers. Put materials into designated boxes and label correctly to prepare for waste removal. Place bins/boxes on designated waste pallet on loading dock for pick up. Do not use Food Services' pallets.
Corrections	Thoroughly clean staff Dining Hall twice each day.
Corrections	Pressure wash stairs between level C dining room and loading dock annually.
Corrections C-Level Sally Port	each Wednesday
Denney North/Center Bldg.	Visitation carpet occurs Thursday after 8:30 p.m.
Denney Kitchen (Center Building Basement)	Clean Daily after 6 p.m. when staff has vacated space.
Denney South Building (Administration)	Red dots on door jams indicated doors that must be pulled closed and secured.
Denney South Building (Administration)	Clerk's Office serviced during business hours (M, W, F)
Department of Emergency Management (DEM)	Cleaning will occur between 7:30 a.m. and 4 p.m.
Medical Examiner (ME) Building	Periodic tasks at ME to be done after business hours/on weekends @ County's discretion. Work must be scheduled and coordinated with Administration/Management.
Medical Examiner (ME) Building	Do not clean autopsy areas, evidentiary areas, or coolers.
Medical Examiner (ME) Building	Site must be cleaned during business hours no later than 5 p.m. on Mondays and Thursdays.
Evergreen State Fairgrounds- Administration Offices	No access when gate is locked between 11 pm. And 6 a.m.
WSU Extension	Sunday, Tuesday, Thursday cleaning. Must be cleaned after 9 p.m.
Willis Tucker Park	Must key IN & OUT at each exit/entry. (Refer to site's "Keycard User Instrucitons").
Willis Tucker Park	Weekly, clean inside foyer (west-side) glass and conference room (Vista Room) glass that can be reached without a ladder.
Willis Tucker Park	Mondays, spot mop Marmoleum Floor in large activity room (Gary Weikel Room).
Willis Tucker Park	Thursdays, in preparation for weekend rentals, clean Marmoleum floor in the Gary Weikel Room using manufacturer's methods. Apply appropriate buffing solution and buff floor to remove minor scratches and scuffs.
Willis Tucker Park	Monthly, spot clean walls of Gary Weikel Room (using Mr. Clean éraser pad or similar).

Records Building (Including Evidence Facility)	Cleaning shall take place between 7:30 a.m. and noon. Cleaners may need to call for access.
Records Building -Records Storage	Weekly, sweep and damp mop, or treat as necessary to remove all dust and debris from floor.
Sheriff North Precinct	Service is 7 days per week, 365 days/year.
Sheriff South Precinct	Service is 7 days per week, 365 days/year.

**Janitorial Services Technical Specifications
Snohomish County**
All tasks are to be completed as specified where applicable.

Throughout Buildings and Sites		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Keep space around and under dumpsters and compactors free of litter and debris.	X						
2	Run trash and cardboard compactors as needed and at the end of shift. Do not allow to become full before running.	X						
3	Organize chairs for next day's use in kitchen(s), conference room(s), and public area(s).	X						
4	Sweep building outside entrances.	X						
5	Remove debris, litter, and cigarette butts from outdoor areas adjacent to building, such as walk ways, decks, patios, and entry areas.	X						
9	Empty exterior trash cans, recycling containers, and cigarette urns when needed, and clean receptacle surfaces. Keep entries free of debris, cobwebs, etc. Includes staff area outside of Corrections staff Dining Room and walkways/sidewalks.	X						
6	Upon completion of work, leave only designated night/safety lights on.	X						
7	Follow site-specific instructions and procedures regarding security at all sites. Exterior doors must not be propped open. Instructions for doors that must not be used/remain secure must be followed as priority.	X						
8	Clean/sanitize and polish drinking fountains with a germicidal cleaner, paying attention to the grove at the ring around the drain.	X						
9	Maintain organized, clean, and tidy janitorial closets. Keep supply closets for paper products, hand soaps, etc. well organized. Organization shall allow for easy stocking by Facilities staff. Remove trash, boxes, etc. at each service	X						
10	Clean gang sinks, removing dirt, grime, grease, and debris.	X						
11	Dust/vacuum overhead grills and vents. Damp clean if necessary.				X			
12	Vacuum or dust mop and spot clean walls and vertical surfaces to a height of 7 feet.				X			
13	Dust high partition ledges and moldings. This includes slanted high walls in lobbies and courtrooms.				X			
14	Clean public space video monitors.					X		
15	Vacuum and clean light fixtures, including can lights and display lights, to keep free of dust, cobwebs, and debris. Specific to some sites, inside of LED fixtures must not be accessed by cleaners due to electrical ballasts.					X		

Building Entrances, Lobbies, Interior Public Entries, Halls, Reception Public Areas, Staff Entrances, Meeting Rooms, Jury Rooms, Jury Assembly Rooms, Department Lobbies, Public Entrances, Mud Rooms, Side Rooms, Video Visitation Booths, Sally Ports, Training Rooms, Courtrooms, Chambers, Gymnasium, Classrooms, Conference Rooms, Health Services spaces, Laundry spaces.		Mon-Fri or as frequently as site is serviced.	Every Other Day (M-F)	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Dust mop with a dust-control treated mop or vacuum all hard surface floors, including interior aggregate floors, leaving no debris, lint, or dust on floors or edges.	X						
2	Vacuum carpeted areas, including under chairs and walk-off mats, leaving no debris on floors or edges. Vacuum walk-off mats. Spot clean carpet and upholstery for spillage and stains. Move obstacles (such as stanchions and mats) to thoroughly complete task.	X						
3								
4	Clean uncarpeted areas, hard floors, tile floors, aggregate floors, etc. Use of an auto scrubber is required where applicable. Clean the edges/molding/"swoop" at corner of floor and wall.	X						
5	Return chairs, receptacles, and other items to their regular positions after cleaning around and under.	X						
6	Empty and clean/wipe sides and tops of all waste and recycle receptacles and replace soiled liners if needed.	X						
7	Damp wipe and clean all marks, scuffs and smudges on doors, doorframes, door windows, walls, light switch plates, push plates, relights, wall panels, doors, and jambs.	X						
8	Clean door thresholds, removing all debris and dirt.	X						
9	Clean all and any entry glass, directory glass, and door glass, leaving surfaces free of streaks and smears.	X						
10	Clean all furniture tops (shared work surfaces, tables), chairs, horizontal ledges, moldings, and legs, feet etc., ledges, window sills, and other surfaces within reach. Spot clean any soil or spillage on furniture, including courtroom benches. If required, use a long-handle tool to reach top of video visitation booths.	X						
11	Clean smudges and spots off of glass at public service windows.	X						
12	Dust ledges, tops, and vertical surfaces of laundry washers and dryers.	X						
13	Clean and sanitize all stair railings and door handles, push plates, and push bars.	X						
14	Thoroughly clean and shine glass and aluminum frames on glass entry doors.			X				
15	At Gary Weikel Room at Willis Tucker, clean Marmoleum using manufacturer's methods. Apply appropriate buffing solution and buff floor to remove minor scratches and scuffs. THURSDAYS			X				
16	Completely clean glass public service windows, leaving streak-free.				X			
17	Dust or vacuum window blinds.				X			
18	Thoroughly vacuum fabric furniture. Damp clean all hard-surface furniture, including courtroom benches.				X			
19	Sweep/vacuum Campus Courthouse tunnel.				X			

All Stairwells		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Sweep, mop and clean stairwells, treads and edges, landings, handrails, sills, and exposed piping to keep neat and clean. Remove any gum, tar, and other foreign substances.	X						
2	Remove debris and smudges from all stairwells.	X						
3	Wipe door handles and keep glass in doors clean and free of smudges and smears.	X						
3	Dust all horizontal edges and clean smudges to a height of 7 feet.			X				
4	Scrub clean all brushed concrete stairs and landings.						X	
Elevators		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Polish metal work and control panels in elevator cars and in elevator lobbies, and wipe button panels with sanitizer. Clean/wipe and polish elevator walls, doors, control panels and floor indicator lights.	X						
2	Vacuum elevator floors and door tracks to keep free of debris.	X						
3	Clean smudges, soil, and spills on floors.	X						
4	Damp mop or scrub floors to keep clean and free of dirt and grime. Remove any gum, tar, and other foreign substances from floors. Processes, equipment, and products must be chosen to protect elevator equipment and efficiently keep all surface materials looking clean.	X						
Restrooms, Showers, Locker Rooms, Jury Deliberation Restrooms, Chambers Restrooms		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Sweep/vacuum and mop all floors with disinfectant cleaner. Vacuum any carpeted areas.	X						
2	Wash and disinfect all sinks, urinals, toilet bowls, and locker room benches. Clean and disinfect the undersides, pedestals, bowls, flush holes, and rims of toilets and urinals. Clean and disinfect all flush valves, piping, hinges, faucets and other devices.	X						
3	Clean and disinfect all partitions, shower stalls, doors, walls, floor drains, tile walls, sinks, counters, receptacles, shelves, metal doors, and light switch plates/fixtures.	X						
4	Polish and clean all mirrors, metal, and chrome fixtures. Keep counters and fixtures clean and free of streaks and smudges.	X						
5	Empty, clean and disinfect trash and/or recycle receptacles. Replace liners.	X						
6	Clean and polish doors, handles, push, and kick plates.	X						

7	Check and stock all paper products, seat liners and soap dispensers. Rotate partially used paper products to keep stock adequate while minimizing waste. Refill compact, coreless dispensers as spindles become empty.	X							
8	Clean and disinfect locker room benches.	X							
9	Spot clean doors, locker doors, and all tiled walls with a disinfectant.	X							
10	Thoroughly clean/scrub partitions, fixtures, shower floor, and wall surfaces, using appropriate cleaner to remove soap scum, etc. Scrub and disinfect shower curtains (both sides). Shower curtains must not develop a film of soap scum or slime. (Contact Supervisor to inform County contact to replace shower curtains when needed).		X						
11	Clean walls from floor to ceiling. Dust all accessible horizontal and vertical surfaces, tops of lockers, furniture, and chair and bench legs.			X					
12	Pour about 1/2 gallon water into the floor drain to fill the trap.			X					
13	Wipe exposed pipes under sinks and behind fixtures.			X					
14	Machine scrub hard surface floors. Hand scrub where machine scrubber is not advantageous.				X				
15	Dust high partition ledges and moldings. Where applicable, this includes slanted high walls in lobbies and courtrooms.				X				
16	Clean floor drains, removing clogs and debris in and around the area to ensure healthy surroundings and unobstructed drainage.					X			
Office Areas, including all other Rooms not noted in other sections, on all floors, and including all Work Spaces, & Open Work Stations			Mon-Fri or as frequently as site is serviced.	Every Other Day/M-F**	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Spot clean tile area and/or carpet areas for spillage.		X						
2	Spot clean walls and furniture for soil and spillage.		X						
3	Vacuum or sweep all floor surfaces, vacuuming under chairs at work stations.		X						
4	Dust desktops, counters, file cabinets, credenzas, and all other furniture. Clean cleared desk tops. Do not disrupt papers on desks or other work surfaces.		X						
5	Clean, vacuum, wipe, and/or spot clean furniture as needed.		X						
6	Spot clean/dust relights and glass stackers, and keep glass free of smudges, fingerprints, and smears.		X						
7	Empty trash and recycle bins, replace soiled liners. Do not line paper recycle. Clean trash and recycle containers as needed to keep free of prints and grime. Empty paper shred machines as necessary.		X						
8	Check and secure all doors and windows and leave as they were found or as directed in each department, office, or conference room.		X						
9	Clean and polish doors, door handles, door jambs, kick plates, and light switch plates.		X						
10	Detail vacuum and/or sweep all floor areas to eliminate buildup on edges and in corners. Detail vacuum to include all areas in departments, hallways, conference rooms, workrooms and lunch rooms.			X					
11	Clean department meeting room tables, furniture, chair bases, and chair legs.			X					
12	Dust other office furniture including tables, counters, windowsills, and other horizontal surfaces. Remove smudges and spillage.				X				
13	Thoroughly clean door glass, relights, and glass stackers/glass partitions, leaving streak free.					X			

		Mon-Fri or as frequently as site is serviced.	Every Other Day-M-F	Weekly	Monthly	Quarterly	Semi-Annually	Annually
14	Vacuum upholstered furniture.				X			
15	Clean vinyl furniture/chairs and tables.				X			
16	Scrub all janitorial sinks and basins.				X			
Break Rooms, Coffee Bars, Kitchens, & Vending Areas, Jury Deliberation Rooms								
1	Sweep and mop hard floor surfaces clean. Use of a power scrubber is necessary where advantageous. Ensure edges and spaces, such as, but not limited to, next to refrigerators, under cabinets, and behind waste containers are clean and develop no build up of food, dust, etc.	X						
2	Clean relights, cabinet surfaces, counter tops, and scrub sinks. Remove all debris, food, etc. from sink area. Wipe down back splash area and counter ledges, and polish chrome/bright fixtures.	X						
3	Spot clean walls behind sinks and clean recycle/trash containers.	X						
4	Spot clean walls and light switch covers and door handles.	X						
5	Spot clean exterior glass, buttons, and front of coolers and vending machines.	X						
6	Remove trash and recycling, and transport it to loading dock/ exterior containers.	X						
7	Check paper towel and soap dispensers, and stock as needed.	X						
8	Clean countertops and tables.	X						
9	Clean all accessible horizontal and vertical surfaces, including exterior of cabinets, refrigerators, microwaves, vending, phones, chairs, and table legs.			X				

Day Porters (Porters)		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
<p>The Porter is responsible for making sure the site looks clean, presentable, and inviting throughout the day. The Porter is responsible for stocking restroom and kitchen supplies throughout shifts, responding to Facilities' requests for on-demand cleaning, and cleaning that requires a daytime escort or access. A Porter is not the cleaner who is responsible for the tasks on the Contract Specifications, unless</p> <p>At Campus, two day porters must be on site Monday through Friday. One designated to the Courthouse complex and one to Administration Buildings. Hours may overlap, but one must be available to respond to calls Campus-wide between the hours of 8 a.m. and 5 p.m.</p> <p>Duties to include:</p>								
1	Check restrooms a minimum of twice daily. Restock paper products. Empty trash receptacles as needed. **No extra loose paper stock to be placed in restrooms**	X						
2	Clean and polish restroom fixtures as needed.	X						
3	Empty trash cans in elevator lobbies and public areas as needed.	X						
4	Clean fingerprints off glass.	X						
5	Clean, vacuum, and dust designated offices and office areas during business hours. Areas defined by Facilities.	X						
6	Check kitchen areas daily to remove trash and recycle if needed. Spot clean tables and counters.	X						
7	Keep elevator cars clear of spills, trash, and debris. Wipe elevator doors and controls, and leave streak free.	X						
8	Respond to all Facilities/Maintenance/Admin leadership requests. Day Porters must be accessible by cell phone.	X						
9	Keep exterior sidewalk/entryway free of trash and debris.	X						
10	Sweep and remove debris from Mission building employee and storage room entrances off of Pacific. Inform Facilities immediately of need for further necessary attention.	X						
Floor Care		Mon-Fri or as frequently as site is serviced.	Every Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Vacuum all carpeted areas.	X						
2	Dust mop all hard surfaces. Wet mop for spillage.	X						
3	Spot clean carpeting for spillage and stains. Cleaners must report spots and spills too large for their equipment, and Supervisor or Lead will ensure spot is cleaned appropriately.	X						
4	Special Care must be noted: Marmoleum requires pH-neutral, "non-shiny" product (Camegle, Mission Mezzanine Breakroom); Gun Range (use of D-Lead, provided by County, wet/steam extraction);	X						
5	For nora® flooring, precise manufacture's care instructions must be followed for daily care.	X						
6	Sweep, damp mop and/or treat/wax and buff as appropriate for type of floor.			X				
7	Thoroughly edge vacuum with a wand tool or equipment that meets requirement to leave corners and edges free of cobwebs, dirt, dust, and debris, paying special attention to areas surrounding potted plants, the edges of furniture, and under desks, tables, and chairs.			X				
8	Machine scrub and buff hard surface floors.				X			

9	For all nora® flooring, including elevators and stairs, use Profin rubber floor cleaner and a red scrubber pad. Ensure prep work is completed, such as stripping any previously incorrectly applied finish, before treating with Profin, red scrubber, and manufacturer instructions.					X		
10	Tiled Areas - Restrooms and locker rooms: Scrub, disinfect and rinse ceramic floor tile and baseboards, and clean all tile grout, including tile on walls.					X		
11	For areas not listed elsewhere scrub, treat/wax, and buff hard surface floors, including terrazzo, granite, finished concrete, and ceramic tile floors. Where efficient to space size and shape, a machine scrubber must be used.						X	
12	Damp mop raised floor (data centers) areas and remove all scuff marks. Ensure that mop is wrung out so that there is no excess water.						X	
13	Unless frequency exception is stated for site, strip/treat/buff/refinish hard surface flooring per manufacturer directions. Methods that maintain floor surface must be used.						X	
14	Clean, prep, and seal concrete floors in restrooms, hallways, operations, office, and work spaces.							X
15	Shampoo all carpet. Only "dry clean" carpet cleaning shall be used unless another low-water extraction method is authorized or requested by the County on a case-by-case incidence.							X
Seasonal Service (May through September)		Mon-Fri or as frequently as site is serviced.	Every/Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Clean benches, railings, and tables on Grounds during the summer months (May-September).			X				
Garage Structures		Mon-Fri or as frequently as site is serviced.	Every/Other Day M-F*	Weekly	Monthly	Quarterly	Semi-Annually	Annually
1	Empty waste receptacles in lobbies/foyers on each level of Parking Garage, and by stairwell doors. Remove and transport waste to loading dock dumpsters, and replace liners. Damp wipe receptacles with disinfectant.	X						
2	Sweep all lobby hard surface floors, removing all spills. Spot clean stains and hand marks on entrance doors and walls.	X						
3	Clean Parking Garage Office and restroom. Remove trash/recycle. Vacuum, sweep and mop hard-surface floor. Dust sills. Clean relights, leaving streak free.		X					
4	Sweep, police, and remove debris from concrete stairwells and parking areas. Scrape up/remove gum, tar, and other sticky debris.	X						
5	High dust molding, door, and window casings, and other horizontal surface accessible without the use of a ladder. Clean both sides of 7-foot windows at each floor elevator lobby, leaving streak- and spot-free.				X			
6	Coordinate with Parking Garage management to schedule during garage pavement cleaning: Thoroughly clean lobby floors, using necessary equipment and products to effectively clean brushed concrete and other textured surfaces. Remove walk-off mats for cleaning, and replace when complete.						X	
7	Surface Water Management storage closet at Parking Garage, Level A, across from Pacific Avenue toll booth. Remove garbage and recycling.			X				

Areas Requiring Special Attention to Cleaning Schedule & Escort		Mon-Fri or as frequently as site is serviced.	Every Other Da/M	Weekly	Monthly	Quarterly	Semi-Annually	Annually
Services of this contract shall begin after 5:00 p.m. daily, except for the following locations, which require the cleaning to be complete by 5:00 p.m. The cleaning requirements for these areas shall be the same as for office areas as shown in the specifications. Periodic work will need to be scheduled								
1	County Clerk's Vault – 2nd floor of Mission Building				X			
2	Sheriff's Office Administration Area – 4th floor of the Courthouse		X					
3	Security Office – 1st floor of the Mission Building		X					
4	EEO Office – Administration West Building 1st floor/Human Resources		X					
5	Various office areas in Human Services Area RJD 4th floor and Administration West 4th Floor.							
6	Vacuumping in the RJD 1st floor customer service area, behind the gates, but in front of the counter. Typically at 8:30 a.m. on Tuesdays and Thursdays.		X					
7	At Prosecuting Attorney offices, Robert J. Drewel Building floors 7 & 8, and Mission Building floor 1, no janitorial staff shall enter the space until after 6 p.m. At any time, if door is closed, do not enter. If trash is in hallway, empty it.							
8	Tucker Traffic Management Center, 5th floor of Administration West Building, needs to be cleaned the first Monday of each month between mid-morning and mid-afternoon.				X			
9	Robert J. Drewel Building, 3rd floor, three private offices.			X				
10	Robert J. Drewel Building, 3rd floor, three private offices.			X				
11	Robert J. Drewel Building, 2nd floor, Fair Investigation Office			X				
12	Robert J. Drewel Building, 6th floor, four private offices			X				

General

1	Upon implementation of the contract and beginning to provide service at any particular site, the Contractor will complete all "yearly/annual" and "quarterly" periodic specification tasks (as applicable) within 90 days of the commencement of service at the particular site.
2	The Contractor will provide training to each employee for Bio-Hazard Waste cleaning and disposal. The Contractor will supply an onsite Bio-Hazard Cleaning Kit. The Contractor is solely responsible for providing Bio-Hazard protective equipment and training for janitorial staff.
3	The Contractor will provide a cleaning schedule for this site to the County that will detail what floors/areas/spaces will be cleaned on the every-other-day schedule. Any changes to the schedule will be communicated to the County through an updated schedule prior to change in service schedule.
4	"Every Other Day M-F" will be an alternating schedule: Week 1: Monday, Wednesday, Friday & Week 2: Tuesday, Thursday, and vice versa for other sites.
5	The Contractor will notify the County immediately if service is missed or if a day porter shift is going unstaffed.
6	Report any fixture or dispenser malfunctions to Supervisor/Lead who will report to County contact, or leave notice for site contact, of any irregularities noted during service (for example, defective plumbing fixtures, broken dispensers, etc.).
7	The Contractor is obligated to attend weekly inspections. Notice of the site location will be given the day of the site location 1 1/2 hours prior. The general announcement regarding inspection time and date will be scheduled and communicated to the Contractor no less than one week in advance.
8	For all locations with a main entrance with card key reader access, the cleaner(s) must use the electronic reader to enter and exit the facility. For example, no using alternate entrances or piggy-backing onto another employee's entrance. For security and accountability, the County will be able to go back and look at janitorial access history.
9	All equipment agreed to by Contractor and County during RFP process, or indicated by Contractor that particular equipment would be available, including agreements to designated on-site-specific equipment, must be inventoried within one month of Contract start, and each semester thereafter. An inventory report must be emailed to the designated County contact.

10	Clean, color-coded microfiber towels that designate use for bathrooms, windows, or dusting/cleaning must be available to cleaners and stocked at each site or mobile equipment supply vehicle. Supervisors/Leads will report via email to County contact each month that they have checked that cleaners are using rags as prescribed.
11	For an fee, specified in Contract, Contractor will be able to provide Blood-Born Pathogen or Gross Bio-Hazard cleans beginning within 4 hours of request. Bio-hazard service will be provided within 1 hour of request.
12	Any changes made to the schedule for periodic tasks provided to the County during the RFP process will be communicated to the County through an updated schedule prior to change in service schedule.
13	Where applicable, never allowing reserve stock to run out, advise site contact or leave notice that supplies need to be ordered. This includes paper towels, t.p., hand soap, waste/recycle bags, and toilet paper covers.
14	Where applicable, never allowing reserve stock to run out, pick up supplies during regular business hours at Cathcart or Campus and deliver to off-site locations.
15	Keys that are checked out from site must be returned to key box or designated place. These keys must not be removed from site(s).
16	Cleaners, regardless of staff turnover or site moves, must understand specifics to site, including, but not limited to "Biohazard Waste Info Sheet," "Cell Phone -Restricted Areas" information and acknowledgement signature page, "DO NOT REMOVE" shred boxes under desks instructions, alarm code(s), & secure facility instructions.
17	For cleanings that have a schedule that is not daily, the schedule will remain consistent. For example, if a site is cleaned once a week, it will always be cleaned on the same day of the week. Any change to the schedule, must be pre-approved by the Snohomish County designated contact.

Schedule C

Attachment 1 – Window Washing Specifications

The successful proposer will provide all tools, labor, approved equipment, and approved cleaning supplies and solutions necessary for ongoing janitorial services including interior and exterior window washing for County buildings.

Window Washing

The County requests proposals to provide commercial window washing services on approximately 26 buildings on an as needed basis. The County owns and/ or occupies a variety of buildings up to 9 stories tall. It is the responsibility of the Contractor to provide a safe means of performing the work including the self-inspection of tie-offs or other methods deployed. Also, these window washing services shall be performed on the windows in the office and meeting spaces (Inter-Office/Relights) as well as the exterior windows and the interior surfaces of the exterior windows, on all sides of the buildings, in a variety of environments as required by Snohomish County. One or more buildings will be requested either exterior, interior or both on one or more floors when each job is initiated.

- a. Windows shall be washed clean and free of streaks, smears, and visible soap residue. Windowsills shall be wiped dry.
- b. Supplies and Equipment: Contractor shall furnish all equipment and supplies needed to carry out the window washing services specified at no extra cost to the County. All equipment and supplies used shall be capable of performing all operations in accordance with specifications.
- c. Equipment and Supplies Safety: Prior to beginning work for the first time, the Contractor shall be required to submit a copy of the Contractor's written safety plan and/or accident prevention plan. In addition, a written fall protection plan is required to be submitted to the County Safety Officer for approval each time before a new work project (i.e. building, location) begins. Failure to submit requested documentation may result in a delay of work. The County reserves the right to request the removal from the work site any supplies and/or equipment it deems does not meet the aforementioned codes or regulations. In addition, the County may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the wash schedule. The Contractor will not be paid for lost work time as a result of a stop-work order because of a safety violation.
- d. Safety Data Sheets: Prior to starting, Contractor shall provide Safety Data Sheets (SDS) for all chemical products used on site to the Safety

Office. The Contractor shall also have all products and chemicals approved by the County Safety Officer or his or her designee. The purchase and use of chemicals should be accomplished with an emphasis on eco-friendly products whenever possible.

- e. **Safety for Overhead Work:** Window washers shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways, or any area where people might cross below workers. Signs shall indicate that work is occurring above. All equipment, apparatus, or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide safety cones and signs appropriate to work conditions.
- f. **Inside Work:** The County will notify employees to remove items from windows. The contractor will not be required to move items away from windows. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before the workers leave the area. Workers shall carry stepladders with them for washing inside of windows. Workers shall not stand on furniture or windowsills. Workers will give occupants every opportunity to clear window areas prior to washing.
- g. **Damage:** Any damage to windows, building, occupant's furniture, equipment, or occupant work papers shall be reported immediately to the Facilities Maintenance Supervisor or designated County contact. Contractor shall notify the Facilities Maintenance Supervisor or designated.
- h. **Workers shall change water frequently, and use clean towels.**

**Schedule B
Compensation**

			Total Cost	OVERHEAD (Vehicles, Travel expenses, Phones, etc.)	PROFIT	TOTAL MONTHLY BILLING	TOTAL ANNUAL BILLING
Robert J. Drewel Bldg.	173,155	5x per week	\$21,875	\$1,969	\$954	\$24,798	\$297,575
Administration West Building	118,812	5x per week	\$13,501	\$1,215	\$589	\$15,305	\$183,659
Courthouse	116,121	5x per week	\$12,997	\$1,170	\$567	\$14,734	\$176,807
Mission Building	49,107	5x per week	\$4,447	\$400	\$194	\$5,041	\$60,490
elevator lobbies and entrance spaces, Parking Garage Office, SWM closet trash)		5x per week	\$912	\$82	\$40	\$1,033	\$12,399
Corrections (Does Not Including Inmate Housing; Admin Only for Windows)	80,000	7x per week	\$11,796	\$1,062	\$514	\$13,372	\$160,466
North Campus A Building	1,420	5x per week	\$127	\$11	\$6	\$144	\$1,727
North Campus B Building	720	5x per week	\$66	\$6	\$3	\$75	\$894
North Campus C Building	1,725	5x per week	\$158	\$14	\$7	\$179	\$2,143
Denney Juvenile (DJJC)	121,771	5x per week	\$12,984	\$1,169	\$566	\$14,718	\$176,620
Multi-Service Center (2 restrooms only: 5 stalls and one urinal total)	200	5x per week	\$18	\$2	\$1	\$21	\$248
Solid Waste Intermodal Service Yard	720	5x per week	\$66	\$6	\$3	\$75	\$894
Solid Waste Medium Risk Waste	1,500	5x per week	\$134	\$12	\$6	\$152	\$1,824
Fleet Admin - McDougall	8,940	5x per week	\$799	\$72	\$35	\$906	\$10,873
Records Storage Building	20,000	2x per week	\$1,100	\$99	\$48	\$1,247	\$14,960
Cathcart Operations Center (Bldg. A only for Window Service)	30,743	5x per week	\$2,749	\$247	\$120	\$3,116	\$37,391
CWRTS (Cathcart Way Recycling & Transfer Station)	5,000	5x per week	\$457	\$41	\$20	\$518	\$6,211
Solid Waste Offices Bldg M	6,000	5x per week	\$548	\$49	\$24	\$621	\$7,453
Solid Waste Pre-Treatment Bldg K	1,500	5x per week	\$136	\$12	\$6	\$154	\$1,844
Cathcart Range/Chip Payne Training Center	1,523	5x per week	\$139	\$13	\$6	\$158	\$1,892
McCollum Park/WSU Ext.	12,000	5x per week	\$1,073	\$97	\$47	\$1,216	\$14,595
Willis Tucker Admin. Bld.	9,648	5x per week	\$881	\$79	\$38	\$999	\$11,985
Evergreen District Court	6,194	5x per week	\$566	\$51	\$25	\$641	\$7,694
Evergreen Fair Admin. Office	5,000	5x per week	\$457	\$41	\$20	\$518	\$6,211
East Precinct	2,500	5x per week	\$228	\$21	\$10	\$259	\$3,105
Sheriff Substation	1,904	5x per week	\$174	\$16	\$8	\$197	\$2,365
Search and Rescue	3,875	5x per week	\$354	\$32	\$15	\$401	\$4,813
SWRTS (Southwest Recycling & Transfer Station)	1,500	5x per week	\$134	\$12	\$6	\$152	\$1,824
South District Court	15,100	5x per week	\$1,379	\$124	\$60	\$1,563	\$18,757
South Precinct	10,340	7x per week	\$944	\$85	\$41	\$1,554	\$18,648
Department of Emergency	8,072	5x per week	\$737	\$66	\$32	\$836	\$10,027
Medical Examiner	14,057	5x per week	\$1,284	\$116	\$56	\$1,455	\$17,461
ARTS (Airport Road Recycling & Transfer Station)	3,000	5x per week	\$326	\$29	\$14	\$370	\$4,435
Mariner Sheriff Ops	2,080	5x per week	\$190	\$17	\$8	\$215	\$2,584
Cascade District Court	6,500	5x per week	\$594	\$53	\$26	\$673	\$8,074
NCRTS (North County Recycling & Transfer Station) (includes Warming Shed)	1,200	5x per week	\$107	\$10	\$5	\$122	\$1,459
Arlington Road Maintenance	1,500	5x per week	\$137	\$12	\$6	\$155	\$1,863
Bridge Crew Trailer	1,500	5x per week	\$137	\$12	\$6	\$155	\$1,863
Arlington Fleet	1,500	5x per week	\$137	\$12	\$6	\$155	\$1,863
North Precinct	10,800	7x per week	\$986	\$89	\$43	\$1,614	\$19,368
Kayak Point "Kottage"	3,000	5x per week	\$268	\$24	\$12	\$304	\$3,649

\$1,319,018

Attachment 2 - Optional Pricing Sheet

1. The purpose of this inquiry, in addition to confirming pricing, is to ensure capacity and investment plans to provide equipment and qualified staff to complete these tasks as requested. Unit pricing shall include all costs associated with the work.

Description	Minimum Charge	Unit	Price Per Unit
Carpet Cleaning: Invoicing will be for either the minimum charge or a per-square-foot rate times the actual square footage.	\$150.00	per square foot	\$00.07
Stripping and Waxing Floors: Invoicing will be for either a minimum charge or the per-square-foot rate times the actual square footage.	\$200.00	per square foot	\$00.13
Upholstery Cleaning: Invoicing will be for either the minimum charge or cost per chair.	\$43.33	per chair	\$4.33
General Labor: Straight time hourly cost for: construction cleanup, department requests, and various special requests.	\$52.00	hourly	\$26.00
Bio-medical Waste Clean: Straight time, hourly cost.	\$54.00	hourly	\$27.00

2. Provide pricing for the following optional services.

Description	Price to include all costs associated with completing the work.
Daily, thoroughly clean at Robert J. Drewel (RJD) Building 5 th floor breakroom, including counters, cupboard fronts, sink, fixtures, backsplash, tables, chairs and floor. (In other RJD breakrooms, some detail cleaning is only performed weekly).	\$145.00/per day
Reduce day porter hours at Denny Juvenile Justice Center to provide day porter service from 1 p.m. to 5 p.m. (instead of full-time). This would replace the full-time day porter in the RFP "W. Exceptions/Where Applicable Clause", so please quote the <u>price difference</u> , which would be a negative amount.	\$88.00/per day

Schedule C

Attachment 2 – Window Washing Pricing

On following page.

Building	State	City	Zip Code	Address	Location	# of Windows stories above ground	Exterior Window Washing Cost (Single Services)	Interior Window Washing Cost (Single Services)	Options: 2 times per year Exterior Cost
1 Robert J. Drenvel golf	WA	everett	98201	3000 Rockefeller, Everett, WA 98201	General	9	\$ 8,000.00	\$ 7,200.00	\$ 15,000.00
2 Administration West building	WA	everett	98201	3000 Rockefeller, Everett, WA 98201	General	9	\$ 4,000.00	\$ 3,600.00	\$ 7,920.00
3 Courthouse	WA	everett	98201	3000 Rockefeller, Everett, WA 98201	General	5	\$ 6,500.00	\$ 5,400.00	\$ 11,800.00
4 Addition Building	WA	everett	98201	3000 Rockefeller, Everett, WA 98201	General	2	\$ 2,200.00	\$ 1,800.00	\$ 3,960.00
5 Parking Garage (includes stairs, elevators, elevator lobby and entrance spaces, Parking Garage Office, SWM street tank)	WA	everett	98201	3000 Rockefeller, Everett, WA 98201	Major Campuses	1	\$ 1,000.00	\$ 1,200.00	\$ 2,520.00
6 Corrections (Does Not include inmate Housing, Admin Only for Windows)	WA	everett	98201	Dokes & Wall Street Facilities, Everett, WA 98201	Major Campuses	2	\$ 1,400.00	\$ 1,200.00	
7 North Campus A Building	WA	everett	98201	1809 Wall Street, Everett, WA 98201	Major Campuses	1	\$ 230.00	\$ 180.00	
8 North Campus B Building	WA	everett	98201	1561 Rockefeller, Everett, WA 98201	Major Campuses	1	\$ 55.00	\$ 45.00	
9 North Campus C Building	WA	everett	98201	1929 Rockefeller, Everett, WA 98201	Major Campuses	1	\$ 55.00	\$ 45.00	
10 Draper Juvenile (DJJC)	WA	everett	98201	1201 30th Street, Everett, WA 98201	Major Campuses	2	\$ 3,600.00	\$ 2,800.00	\$ 90.00
11 Multi-Service Center (2 restrooms only, 5 walls and one utility area)	WA	everett	98201	Behind Dole (above)	Major Campuses	2	\$ 880.00	\$ 720.00	
12 Solid Waste International Services Yard	WA	everett	98201	501 Marine View Drive, Everett, WA 98201	Major Campuses	1	\$ 220.00	\$ 180.00	
13 Solid Waste Medium Risk Waste	WA	everett	98201	3454 McDougall Avenue, Everett, WA 98201	Major Campuses	1	\$ 220.00	\$ 180.00	
14 Fleet Admin - McDougall	WA	everett	98201	3402 McDougall Avenue, Everett, WA 98201	Major Campuses	1	\$ 220.00	\$ 180.00	
15 Recycle Storage Building	WA	everett	98201	3000 California Avenue, Everett, WA 98201	Major Campuses	1	\$ 220.00	\$ 180.00	
16 Carbon Operations Center (Bldg. A only for Windows Services)	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
17 Station	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
18 Solid Waste Offices Bldg M	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
19 Solid Waste Pre-Treatment Bldg K	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
20 Cathcart Range/Chip Payne Training Center	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
21 McCallum Park/AVSU Est.	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
22 Willis Tucker Admin. Bld.	WA	Snohomish	98296	8915 Cathcart Way, Snohomish, WA 98296	Major Campuses	2	\$ 880.00	\$ 720.00	
23 Evergreen District Office	WA	Monroe	98272	14414 179th Avenue SE, Monroe, WA 98272	Major Campuses	1	\$ 220.00	\$ 180.00	
24 Evergreen Fair Admin. Office	WA	Monroe	98272	14405 179th Avenue SE, Monroe, WA 98272	Major Campuses	1	\$ 220.00	\$ 180.00	
25 East District	WA	Sultan	98294	515 Main Street, Sultan, WA 98294	Major Campuses	1	\$ 220.00	\$ 180.00	
26 Sheriff Substation	WA	Monroe	98272	14000 179th Avenue SE, Monroe, WA 98272	Major Campuses	1	\$ 220.00	\$ 180.00	
27 Search and Rescue	WA	Snohomish	98290	5505 Old Machias Road, Snohomish, WA 98290	Major Campuses	1	\$ 220.00	\$ 180.00	
28 Station	WA	Snohomish	98290	5505 Old Machias Road, Snohomish, WA 98290	Major Campuses	1	\$ 220.00	\$ 180.00	
29 Southwest Recycling & Transfer	WA	Snohomish	98290	5505 Old Machias Road, Snohomish, WA 98290	Major Campuses	1	\$ 220.00	\$ 180.00	
30 South District Court	WA	Lymanwood	21204	Street at 21204 61st Place W	Major Campuses	1	\$ 440.00	\$ 360.00	
31 South Precinct	WA	Mill Creek	98032	20520 68th Avenue W, Lymanwood, WA 98036	Major Campuses	1	\$ 220.00	\$ 180.00	
32 Department of Emergency	WA	Mill Creek	98032	15928 Mill Creek Blvd, Mill Creek, WA 98012	Major Campuses	1	\$ 220.00	\$ 180.00	
33 Medical Examiner	WA	Everett	98203	720 80th Street SW, Everett, WA 98203	Major Campuses	1	\$ 440.00	\$ 360.00	
34 ARTS (Airport Road Recycling & Transfer Station)	WA	Everett	98204	10700 Minsterman Drive, Everett, WA 98204	Major Campuses	1	\$ 440.00	\$ 360.00	
35 Palms Field Main Office	WA	Everett	98204	3220 100th Street SW, Everett, WA 98204	Major Campuses	1	\$ 440.00	\$ 360.00	
36 Palms Field CS Finance/Business Office	WA	Everett	98204	10308 32nd Avenue W, Suite J, Everett, WA 98204	Major Campuses	1	\$ 220.00	\$ 180.00	
37 Palms Field Maintenance	WA	Everett	98204	3603 309th Street SW, Everett, WA 98204	Major Campuses	1	\$ 220.00	\$ 180.00	
38 Mariner Sheriff Dis	WA	Everett	98206	12300 Meridian Ave S, Everett, WA 98206	Major Campuses	1	\$ 220.00	\$ 180.00	
39 Harbor Weather Sanctuary Restrooms	WA	Everett	98203	7007 Seaway Blvd, Everett, WA 98203	Major Campuses	1	\$ 220.00	\$ 180.00	
40 Cascade District Court	WA	Arlington	98223	1415 E Burke Street, Arlington, WA 98223	Major Campuses	1	\$ 220.00	\$ 180.00	
41 ARTS (North County Recycling & Transfer Station) (includes Warming Shed)	WA	Arlington	98223	19600 63rd Avenue NE, Arlington, WA 98223	Major Campuses	1	\$ 220.00	\$ 180.00	
42 Arlington Road Maintenance	WA	Arlington	98223	19620 67th Avenue NE, Arlington, WA 98223	Major Campuses	1	\$ 150.00	\$ 90.00	
43 Bridge Crew Trailer	WA	Arlington	98223	19620 67th Avenue NE, Arlington, WA 98223	Major Campuses	1	\$ 55.00	\$ 45.00	
44 Arlington Fleet	WA	Arlington	98223	19700 67th Avenue NE, Arlington, WA 98223	Major Campuses	2	\$ 150.00	\$ 90.00	
45 North Precinct	WA	Marysville	98271	15100 40th Avenue NE, Marysville, WA 98271	Major Campuses	1	\$ 220.00	\$ 180.00	
46 Bayview Point "Workshop"	WA	Starwood	98292	15610 Marine Drive, Starwood, WA 98292	Major Campuses	1	\$ 220.00	\$ 180.00	
47 Carib	WA	Carnation	98009	3000 Rockefeller, Everett, WA 98201	Major Campuses	1	\$ 440.00	\$ 360.00	
48 Carriage Building	WA	Carnation	98009	3000 Oakes Avenue, Everett, WA 98201	Major Campuses	1	\$ 440.00	\$ 360.00	
49 Green House	WA	Carnation	98009	3000 Oakes Avenue, Everett, WA 98201	Major Campuses	1	\$ 220.00	\$ 180.00	
50 Evaluation & Treatment	WA	Carnation	98009	10710 Multitrac Speedway, Multitrac 98275	Major Campuses	1	\$ 220.00	\$ 180.00	

Sites with Window Washing Only