



SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
Purchasing Department  
525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055  
<http://sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#13-0083**  
**CUSTODIAL SERVICES**

August 12, 2013

Sedgwick County, Kansas (hereinafter referred to as the "County") is seeking proposals from qualified firms to provide CUSTODIAL SERVICES for various County facilities. It is anticipated that an official contract will be issued after Board of County Commissioners approval. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Carefully review this Request for Proposal; it provides specific information necessary to aid participating firms in formulating a thorough response. To ensure that vendors have complete information prior to submitting a proposal, a **mandatory** pre-proposal meeting has been scheduled for **Monday, August 26, 2013, beginning at 10:00 a.m. (CST)** in the Sedgwick County Courthouse Basement Meeting Room, located at 525 N. Main, Courthouse Basement, Wichita KS 67203. Vendors wishing to have their proposals reviewed **must** have a representative from their firm present at this pre-proposal meeting. *A tour of the Facilities is scheduled on August 26 through August 29, 2013 and September 4<sup>th</sup> through 6<sup>th</sup> 2013.*

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, September 24, 2013** Responses must be sealed and marked on the lower left-hand corner with the firm name, address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt. Should you elect to participate, you must **submit one (1) original and four (4) copies of the entire document**, along with any additional information requested in a sealed container/envelope to:

Gunda Angelica  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., CDT on the due date. No information other than the respondent's name will be disclosed at bid opening.

Gunda Angelica  
Purchasing Agent

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# SECTION 1- INTRODUCTION

## 1.1 About This Document

This document is a Request for Proposal to provide Custodial Services for various County maintained facilities. It differs from a Request for Proposal in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

## 1.2 Background Information

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at 500,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

## 1.3 Public Disclosure Statement

The nature of this work is for public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer(s) will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## 1.4 Purpose

The intent of this Request for Proposal is to establish a firm price contract with a provider(s) who is qualified to provide Custodial Services to various County owned/leased properties within Sedgwick County, Kansas. The award of this proposal will result in a contract period of two (2) years after Board of County Commission approval, with options to renew for three (3) additional one (1) year terms upon written mutual agreement. A contractual period for these services will begin approximately December 1, 2013.

A written contract will be completed referencing this document, the successful vendor's response, and any applicable terms, conditions and instructions.

## 1.5 Building Locations

Service areas have been grouped in this request for proposal into three (3) option packages to give vendors an opportunity to quote particular group(s) or all group options. This also gives Sedgwick County the opportunity to choose from different group options. Sedgwick County reserves the right to divide the service area differently than noted in section 9.

TABLE 1.A

ID	COUNTY BUILDING	ADDRESS	CLEANING SCHEDULE	APPROX SQ FT.
1	Main Courthouse (MCH)	525 N. Main	Monday– Friday / 5:30 PM to 2:00 AM	233,055
2	Adult Detention Facility (ADF)	141 W. Elm	Admin: Monday– Friday / 8:00 AM to 5:00 PM Lobby: Monday– Friday / 9:00 AM to 12:00 PM	14,300
3	Historic Courthouse (HCH)	510 N. Main	Monday– Friday / 5:30 PM to 2:00 AM	32,725
4	Munger Building	538 N. Main	Monday– Friday / 5:30 PM to 2:00 AM	12,900
5	COMCARE Administration	635 N. Main	Sunday – Thursday / 7:00 PM to 6:00 AM	13,425
6	COMCARE CDDO	615 N. Main	Sunday – Thursday/ 7:00 PM to 6:00 AM	7,900
7	EMS Building	1015 Stillwell	Tuesday& Friday / 5:00 PM to 5:00 AM	9,050
8	Radio Shop	1015 Stillwell	Tuesday& Friday / 5:00 PM to 5:00 AM	1,100

TABLE 1.A Continued

ID	COUNTY BUILDING	ADDRESS	CLEANING SCHEDULE	APPROX SQ FT.
9	Fleet Management Shop	1015 Stillwell	Tuesday & Friday / 5:00 PM to 5:00 AM	500
10	Fleet Management Administration	1021 Stillwell	Tuesday & Friday / 5:00 PM to 5:00 AM	4,125
11	Adult Intensive Supervision (AISP)	905 N. Main	Monday – Friday / 6:30 PM to 2:00 AM	18,050
12	EMSS Medical Director's Office	4343 N. Woodlawn	Monday 8:00 AM to 5:00 PM	3,175
13	Department of Aging	2622 W. Central	Facility Employee Areas Mon–Fri / 6:00 PM to 6:00 AM RSVP Room Fri 6:00 PM or Saturday or Sunday	8,575
14	Public Works	1144 S. Seneca	Monday – Friday / 2:00 PM to 5:00 PM	25,050
15	Juvenile Courts	1015 S. Minnesota	Monday – Friday / 5:30 PM to 2:00 AM	39,150
16	Juvenile DA	1015 S. Minnesota	Monday – Friday / 5:30 PM to 2:00 AM	17,250
17	COMCARE Center City	154 N. Topeka	Sunday – Thursday/ 7:00 PM to 6:00 AM	7,474
18	COMCARE (CIS)	934 N. Water	Sunday –Saturday/ 7:00 PM to 6:00 AM	5,400
19	COMCARE (ATS)	940 N. Waco	Sunday – Thursday/ 7:00 PM to 6:00 AM	9,100
20	COMCARE (CSS)	1929 W. 21 <sup>st</sup> St	Sunday – Thursday/ 7:00 PM to 6:00 AM	20,100
21	COMCARE (CSS Med)	1969 W. 21st St.	Sunday – Thursday/ 7:00 PM to 6:00 AM	6,600
22	COMCARE SCOAP	1720 N. Morris	Sunday – Saturday/ 7:00 PM to 6:00 AM	5,350
23	Public Safety Center (911)	714 N. Main	Monday – Friday /5:30 PM to 2:00 AM & Saturday – Sunday /11:00AM to 1:00PM	18,775
24	Health Department	434 N. Oliver, Ste 110	Tuesday& Friday / 5:00 PM to 5:00 AM	8,650
25	Offender Registration Unit	3803 E. Harry, Ste 119	Tuesday / 9:00 AM to 12:00 PM	2,500
26	Department of Housing	3803 E. Harry,	Monday– Friday / 9:00 PM to 5:00 AM	3,000
27	Drug Court	3803 E. Harry, Ste 121	Monday– Friday / 5:00 PM to 5:00 AM	9,600
28	Appraiser Office	4035 E. Harry	Monday– Friday / 600 PM to 5:00 AM	18,725
29	Juvenile Field Services	3803 E. Harry	Monday– Friday / 6:00 PM to 5:00 AM	14,975
30	Forensic Science Center	1109 N. Minneapolis	Monday– Friday / 6:00 PM to 5:00 AM	19,700
31	Health Department	2716 W Central	Monday– Friday / 7:00 PM to 5:00 AM Some Saturday 11:00 AM – 1:00PM	9,725

\* = Square feet listed above reflects total square feet per building.

### 1.6 Pre-Proposal Conference and Tour

A mandatory pre-proposal conference has been scheduled for Friday August 16, 2013 at 10:00 AM in the Sedgwick County Courthouse Training Room, located at 525 N. Main, Courthouse Basement, Wichita, KS 67203. **Attendance is Mandatory.** Proposals will not be accepted/reviewed from vendors who have not attended this conference.

Questions received during the pre-proposal meeting will be answered in writing and issued as an addendum. Questions may be submitted in writing prior to the pre-proposal meeting.

Tours of the facilities listed in Section 1.5 are scheduled on August 26, 27, 28, 29, September 4, 5 from 1:00 PM to 5:00 PM and September 6 from 9 AM-11 AM and 1:00 PM - 3:00 PM

### 1.7 Questions and Clarifications

All requests for clarifications of the RFP process, document content, and tour should be directed to Gunda Angelica at [gangelic@sedgwick.gov](mailto:gangelic@sedgwick.gov) and Tricia Hoobler at [thoobler@sedgwick.gov](mailto:thoobler@sedgwick.gov). All questions must be submitted in writing by 7:00 AM CDT, September 9, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org](http://www.sedgwickcounty.org), (under the "Doing Business" tab, RFPs/RFQs bullet), by September 12, 2013. **Vendors are responsible for checking the web site and acknowledging all addendums on their response form.**

### 1.8 Tentative Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact Gunda Angelica, Purchasing Department at (316) 660-7255 to confirm any and all dates

Distribution of Request for Proposal to interested parties	August 13, 2013
Pre-conference Addendum issued	August 23, 2013
Mandatory Pre-Proposal Conference 10 AM CDT (section 1.6)	August 26, 2013
Pre-Proposal Tour: Monday, Tuesday, Wednesday and Thursday from 1:00 PM-5:00 PM, Friday from 9:00 AM-11:00 AM and 12:00 PM-3:00 PM	August 26 thru 29, 2013; September 4 thru 6, 2013
Clarification, Information and Questions submitted in writing by 7:00 AM CST	September 9, 2013
Addendum Issued	September 12, 2013
Sealed proposals due before 1:45 PM CDT	September 24, 2013
Evaluation Period	Sept. 25-Oct. 9, 2013
Board of Bids and Contracts Recommendation	October 10, 2013
Board of County Commission Award	October 16, 2013

## SECTION 2- GENERAL CONTRACT INFORMATION

### 2.1 Vocabulary

A glossary of word/terms has been included as Attachment A, to give detailed descriptions clarifying definition and standard of choice words and acronyms used throughout the documents listed in the index. It is the vendor's responsibility to review and reference this glossary throughout the use of this Request for Proposal.

### 2.2 County's Responsibility

To assist the successful proposer(s), County will do the following:

- 2.2.1 Designate a responsible county agent to oversee contractor with respect to the work to be performed under this proposal.
- 2.2.2 County shall furnish all electric power, water necessary for custodial service operations, and trash hauling.
- 2.2.3 County will supply limited on-site storage space for cleaning equipment, supplies and materials, as deemed necessary for the daily performance of this Contract. Supplies and equipment not used in support of daily tasks will not be maintained on-site. This storage space will be available for inspection during the pre-proposal meeting.
- 2.2.4 Supplies to be furnished by County for facilities listed in contract. Products will be stored at each facility. Vendor responsible for refilling dispensers, lining receptacles, etc with County provided product. Refer to 3.5.13 and 3.5.14:
  - Carpet runners or Walk of mats
  - Hand soap and/or hand foam
  - Paper towels (roll, c-fold, and single)
  - Baby changing station liners
  - Toilet seat covers
  - Toilet tissues
  - Urinal/Commode mats
  - Urinal screen that deodorizes
  - Trash can liners
  - Wall-mounted automatic aerosol room fresheners and refills

### 2.3 Minimum Firm Qualifications / Requirements

The successful proposer must:

- 2.3.1 Have and maintain proper certification(s) and license(s) for the services specified in this RFP.
- 2.3.2 Have and maintain the capacity to acquire all required bonds, escrows or insurances required for carrying out the work to be performed under this contract.
- 2.3.3 Have a minimum of (5) years experience (bonded) in the commercial custodial field;
- 2.3.4 Provide experience with similar custodial services to single clients with no less than 300,000 square feet of custodian maintenance service needs.
- 2.3.5 Provide a bank reference statement and a copy of the most recent financial statement.
- 2.3.6 Domestic (Kansas) corporations shall (a) furnish evidence of good standing in the form of a Certificate signed by the

Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and (b) copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

- 2.3.7 Provide four (4) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service contract for each site; indicate the number of square feet, and a brief description of services provided.
- 2.3.8 Employ personnel that are 18 years of age or older on all County owned/leased properties;
- 2.3.9 Complete a Criminal History Background Check Certification for each employee selected to perform work on County Property, prior to working on County owned/leased properties. Annual background checks will be required.
- 2.3.10 All employees shall wear company uniforms or ID badge for identification purposes;
- 2.3.11 If applicable, discuss any current, ongoing litigation, either federal or state, which may cause conflicts or affect the ability of the proposer to provide services.

## **2.4 Selection Criteria**

The selection process will be based on the responses to this Request for Proposal and any interviews required in verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each proposer's response. This committee may select a limited number of prospective vendors to short-list for interviews as determined by meeting the following criteria (ranked in no particular order):

- References detailing performance of proposed services that will verify service levels and capability of the respondent to provide a thorough solution;
- Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein; and
- Proposing the services described herein with the most advantageous and prudent methodology to the County.
- Overall quality and cost of the firm's proposal

Demonstrate clearly and completely your organization's ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

*No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.*

County reserves the right to reject any proposal, determine any irregularities, and make final determination for award.

## **2.5 Evaluation Process**

The evaluation process will be conducted by a committee from September 25 thru October 9, 2013 (dates are subject to change). The committee will conduct their interview process by telephone or in person with potential candidates. Please be sure to be available on the dates that will be scheduled so that the appropriate personnel can answer questions regarding your submitted proposal.

## **2.6 Contract Term**

A contractual period for these services will begin approximately December 1, 2013 and continue through November 30, 2015. The County will have an option to renew the contract for three (3) additional one (1) year terms, if agreeable between all parties.

A written contract will be completed referencing this document, the successful vendor's response, and any applicable terms, conditions and instructions.

## **2.7 Contract Termination**

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of such termination for cause, the successful vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract. Contractor will be responsible for any resulting additional purchase and administrative costs.

## **2.8 Addition / Modification of Locations or Services**

The County reserves the right to add locations to this contract as additional locations may be acquired. Locations to be added may include, but are not limited to expansions or additions to existing facilities and acquisition or construction of new properties. In the event that the County makes significant structural changes to an existing facility that impacts the Contractor's cost in providing the janitorial service, the change may be treated as a new facility.

Calculating the cost per square foot for the existing service and applying it to the areas subject to adjustment may be used to determine incremental adjustments in cost due to expansions or contractions of use to existing facilities. In the event the areas added or subtracted are not comparable in service, an appropriate adjustment may be made with the approval of the County Facilities and Purchasing Departments. Reduction to contract applies when space is vacated in excess of 30 days.

In the event the County wishes to add other locations to a group under the Contract, a quotation will be solicited from the incumbent contractor in good standing for the group in which the new location is appropriately situated. If the County is not satisfied with the results of the negotiation, the county may solicit proposals from other contractors.

At a minimum, the Purchasing Director must approve any adjustment in price.

## SECTION 3- GENERAL PROGRAM

### 3.1 Description of Service

This contract is for custodial and related services with a Performance-Based Statement of Work (**PBSOW**). As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. Exception noted that minimum services are outlined in the scope of work are required, however, performance quality standards shall govern. Contractor shall be made aware that the minimum services may require additional methods and/or scope of work to achieve desired results outlined in the performance quality standards.

The contract shall consist of five (5) major service types (reference Attachment B): (additional specialty areas defined at site specific detailed information)

Above standard services .....	TYPE A
Standard services .....	TYPE B
Clinical services .....	TYPE C
Restroom services .....	TYPE D
As needed services .....	TYPE E

Custodial services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: Sedgwick County's Site Administrator (Representative) [**SA(R)**], Facilities, and Purchasing Department. These entities represent Sedgwick County's Custodial Management Team (**SCCMT**) for the sole purpose of this contract.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as County furnished as listed in section 2.2.

### 3.2 County Holidays

Contractor shall NOT be required to schedule regular cleaning on County observed holidays.

- 3.2.1 County's offices will be closed the following observed County Holidays. These County holidays are the same dates observed as national holidays; for example, if January 1<sup>st</sup> falls on a Sunday, then January 2<sup>nd</sup> is the observed holiday.
- New Year's Day
  - Martin Luther King, Jr. Birthday
  - Presidents' Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving (2-Day Holiday)
  - Christmas Day

NOTE: Columbus Day and other holidays not listed above are not observed as holidays by Sedgwick County, and the custodial contractor will provide cleaning services accordingly.

Should Contractor choose to work on County observed holidays, contractor must notify County Custodial Supervisor 48 hours in advance for approval and so arrangements can be made with County Security Manager.



### 3.3 Cleaning Hours

The performance of the cleaning shall take place between the hours noted on Table 1-A. The hours shall not be changed unless authorized by the SCCMT.

### 3.4 Building Information

The approximate square feet figures contained in Table 1.A, is the current information available. Please notify Sedgwick County Facilities Department of any discrepancies *prior* to award of contract.

### 3.5 Contractor Minimum Objectives

The Custodial Contractor Shall:

- 3.5.1 Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
- 3.5.2 Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- 3.5.3 Implement an effective Quality Control Plan (QCP).
- 3.5.4 Implement an effective service call system, as specified under section 3.6 of this proposal which results in prompt, professional, and courteous resolution of tenant concerns.
- 3.5.5 Keep the Site Administrator (Representative) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the SA(R).
- 3.5.6 Reduce the environmental impacts of work performed by using, to the maximum extent, environmentally sound practices, processes, and products when possible. SCCMT recommends applying green cleaning services that are outlined in the current "GS-42 Green Seal Environmental Standard for Cleaning Services." Any conflicting services between the Green Cleaning and the PBSOW (refer to Section 4 of this proposal), the PBSOW shall govern.
- 3.5.7 Provide site supervisor(s). the site supervisory duties shall include assisting with daily communication between night lead and SA (R) at each facility. Site supervisor shall perform supervisory duties, not custodial duties.
- 3.5.8 Be accessible at any time of day to resolve cleaning issues regarding the specified site for service calls. The Contractor shall take action within 2 (two) hours, or as agreed upon; and Contractor shall bill the SA (R) as outlined for services. Responsible agent of the County shall communicate notice to vendor.
- 3.5.9 Supply list of duty assignments for each custodial staff member. Contractor is to keep this list updated at all times. Submit List of Assignments to SA(R) one week prior to the first day of custodial work at facility.
- 3.5.10 Cleaning mops and rags shall occur after scheduled cleaning hours, and a clean mop and rag used each day.
- 3.5.11 Shall submit finding of pest or rodent evidence to SA(R).
- 3.5.12 In the event a contractor has been requested to clean an area and discovers area is occupied, the contractor may attempt to provide service by politely requesting permission. If the user does not give permission, the custodian shall pass over this area until a later time when the office may be available. Contractor shall report plan of action to SA (R).
- 3.5.13 Supply list of all equipment and general materials to be used in the fulfillment of services. The contractor is to keep this list current and updated. Submit List of Equipment / materials to SA(R) one week prior to the first day of custodial work at each facility. The County Custodial Manager shall approve all products prior to use (feather dusters are not approved). Refer to Section 2.2 for Counties responsibilities.  
Vendor Supply List by Contractor includes:
  - Metal cleaners and polisher. All residue shall be removed.
  - Cleaning/polishing product for genuine wood paneling and similar surfaces. Do not use products that "cloud" or buildup on surfaces; or leave excessive oily surface
  - Water based Glass cleaners and countertop cleaners. Products that leave a residue shall not be used.
  - All floor cleaners, strippers, sealers, finish products, etc.
  - All restroom, bathroom, shower cleaning products and supplies; including liners for disposal receptacles, and dispensers for feminine pads and tampons.
  - Gloves, rags and other expendables
  - Graffiti removal cleaners
  - MRSA disinfectant and sanitizer.
  - All other supplies not specifically identified in this document.
- 3.5.14 Equipment by Contractor includes:
  - All equipment used by Contractor (including power equipment)
  - Carpet shampoo equipment with Self-contained extraction unit to include brush agitator
  - Dilution controlled chemical station
  - Fine filament microfiber mops

- Ladders with cushions on their feet to protect floors
  - HEPA filtered vacuum where required.
  - All carts, vacuum cleaners, buffers, scrubbers, batteries, brushes, buffer pads, and other related equipment and supplies. Contractor shall also furnish, supply and display adequate floor signs and cautioning of wet floor when working in buildings that have staff present at time of cleaning.
  - Sanitary napkin / tampon dispensers. Contractor is responsible for purchase of new A.D.A. compliant dispensers if broken. New dispenser shall be stainless steel and installed by county. (NOTE: Contractor retains all income from these dispensers.) County will install new unit.
  - Cleaning solution mixing stations, related plumbing devices
  - Unclog toilets, urinals and lavatories to the extent that Contractor can clear them using a plunger. If unsuccessful, close the stall or place sign on affected fixture and leave message for County to resolve and include in daily report.
  - Any other equipment of similar nature Contractor may use.
- 3.5.15 Keep Material Safety Data Sheets (MSDS) updated and a copy readily available at each site at all times. In addition, a complete set of MSDS sheets shall be kept current by Contractor with the County's Contract Compliance Manager (CCM); and made available to County at all times. Submit MSDS sheets one week prior to the first day of custodial work at facility.
- 3.5.16 Coordinate with the SA(R) prior to the schedule of Periodic Cleaning Services. The Contractor shall be responsible for moving small furnishings (sofas, chairs, benches, tables, chair pad, trash can, etc.). Any furnishings moved are to be returned to their original positions. Moving of large furniture (cubicle, desk, shelving, file storage, special equipment, copiers, refrigerators, etc.) will be by the County. Contractor shall take provisions to protect any furniture remaining, not moved, in area of cleaning. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment shall not be by the Contractor.
- 3.5.17 Maintain custodial staff and not divert normal standard cleaning workforce to accomplish a service call.

### **3.6 Communication Plan**

The Contractor shall prepare and provide to the CCM a communication plan detailing how the Contractor's plans for using current technology to communicate with Sedgwick County, to receive and respond to service calls, status of projects, etc. The plan shall be submitted as part of the proposal package for the County to review and approve.

### **3.7 Service Calls**

The Contractor shall provide adequate staff to respond to unexpected service calls during building operating hours, typical operating hours are 8 AM to 5 PM unless noted otherwise. Contractor shall detail in its QCP how it will monitor and respond to service calls.

The Contractor shall respond to ALL service call requests (custodial issues.), and invoice the SA(R).

The Contractor response shall be within 15 minutes on any service call, and action shall be taken within (two) 2 hours or as agreed upon with SA(R).

Non-Performance Issue service calls: Any discrepancies noted and reported to the SA(R) for corrective action, shall be at no additional cost to County. The Contractor shall begin corrective action within two (2) hours.

### **3.8 Site Supervision**

Periodic Meetings: A responsible agent of the contractor shall meet with the SA(R) for communications and coordination of the housekeeping functions and quality control. The Contractor shall schedule monthly meetings (at a minimum) with SA(R).

Facility Inspection: The Contractor shall inspect all facilities under contract using an inspection report of the Contractor's design not less than once a month, for the purpose of ensuring quality workmanship and compliance with the contract.

### **3.9 Special Request Cleaning**

The following services will be available to each facility as an optional additional cost. A request for unit price is included in the cost for proposal in Section 9.

Dry Vapor Steam Clean: Initial Specially Requested clean requires 2 cleaning services spaced 2 weeks apart. Subsequent Specially Requested clean, 1 cleaning service is required. The Contractor shall use a high pressure sprayer/washer with a dry vapor steam (contains 5-6% water) delivered at surface to clean at 212 degrees F steam at distances less than 600 ft., with high suction at 650 CFM. Contractor shall use degreaser, scraper, extractor, cleaner, brushes, etc. to remove soil, debris, built-up detergent, wax, oil, gum, tar, mildew, etc. Areas of application: floors, walls, upholstered surfaces, (exclude wood surfaces.) Contractor is responsible for additional aggressive approach to remove stubborn stains without damage to surface. Cleaning shall be accordance with current industry standards. Contractor shall submit cleaning process details with cost for this service.

Grout Sealer: Application is required for Tiled surfaces that have received a Dry Vapor Steam clean. Contractor is responsible for providing and applying a topical penetrating grout sealer (natural look) to protect grout from stains immediately following steam clean. Application shall be in accordance with current industry standards and manufacturer's recommendations. Contractor shall submit cleaning process details with cost for this service.

Stain Protector: Application is required for Carpeted surfaces and Upholstered surfaces that have received a Dry Vapor Steam clean. Contractor is responsible for providing and applying a topical stain protector. Application shall be in accordance with current industry standards and manufacturer's recommendations. Contractor shall submit cleaning process details with cost for this service.

## **SECTION 4 – PERFORMANCE BASED STATEMENT OF WORK (PBSOW)**

The Contractor shall provide specified service types that provide regular satisfaction from the employees and visitors, rarely resulting in complaints.

All cleaning methods shall be in accordance to current applicable industry standards: as listed but not limited to OSHA 29 CFR 1910.1001, Marble Institute of America, International Polished Concrete Institute, National Wood Flooring Association, Carpet and Rug Institute and/or Manufacturer of specific material's maintenance guidelines. The Performance based service contract should be in accordance with current applicable industry standards. In the event of conflicting information, Vendor is responsible for making SCCMT aware. SCCMT shall determine cleaning method to be used.

### **4.1 FLOOR CARE**

#### NON- CARPET:

Floors shall be clean and free of debris. Floors shall be free of visible buildup of finish, including corners and crevices. The floors shall not have a dull appearance. Areas with applied floor wax finish shall maintain a high gloss level of shine. Floors under furniture, pipes, benches, chairs, work tables, doors, corners, or any other object that is not installed or securely fastened in place shall be clean and free of debris.

#### *PROVISIONS FOR NON-CARPET:*

Un-waxed Floor: Porcelain floor tile work , Polished Concrete, Stair Treads, Rubber Tile, Granite (or Terrazzo), Raised Access Floors, and "no-wax" sheet vinyl shall not receive an applied wax finish unless noted otherwise under site specific information. Coordinate with the County if floor has waxed finish on a no-wax floor. Contractor shall remove wax upon direction of Sedgwick County Facilities Team.

Chemical Compatibility: All chemicals used for floor finishes, floor finish removers, floor seal, spray buff solutions, detergents and seals must always be compatible and/or be by the same manufacturer.

#### *SERVICES IDENTIFIED AS ROUTINE CARE FOR NON-CARPET*

- Dust Mop or Sweep
- Spot Mop, includes gum removal
- Damp Mop
- Wet Clean
- Machine Scrub Floor
- Spray Buff
- Strip and Refinish Ceramic and Vinyl Tile Floors

Frequency to services noted on Attachment: B

#### CARPETED FLOOR:

Floors shall be clean and free of debris. There shall be no areas of deterioration or "fuzzing" as a result of harsh brushing or scrubbing. The carpet shall be dry before customers occupy the building on the next business day.

All tears, burns and raveling shall be brought to the attention of the SA(R). County shall cut carpet strings, not contractor. Removing carpet stains using bonnet equipment and supplies is prohibited under the terms of this contract and will not be tolerated.

#### *PROVISIONS FOR CARPET:*

Floor Mats, Rugs and Runners: For purpose of this Contract, the topside of the runner, with carpet affixed shall be interpreted to be carpet with respect to carpet requirements. Additionally, those requirements pertaining to carpet runners apply. Mats, rugs and runners (material) shall be removed for cleaning flooring surface underneath and underneath surface of Mat. Floor and material shall be thoroughly dry before returning to original location.

Entrance Floor Grid: Recessed pit shall be clean and free of debris. Remove grid as required, and where able, to clean pit.

*SERVICES IDENTIFIED AS ROUTINE CARE FOR CARPET*

- Vacuum
  - Spot Cleaning includes gum removal
  - Edge Vacuum
  - Carpet Cleaning by Extraction, Agitation and Shampoo.
- Frequency to services noted on Attachment B.

**4.2 WALL CARE**

Vertical Surfaces:

Walls (all finishes), front of cubicle at reception desk, doors, door frames, moldings, wall base, signage, and window sills shall be clean and free of debris. Cleaning shall not cause discoloration or damage to lettering on signage.

Areas of walls near handrails, trash cans, elevator’s call button, soap dispensers, etc. may require additional scrubbing, as necessary to be clean. When dusting, start with high surfaces and work downward.

*PROVISIONS FOR VERTICAL SURFACE:*

Metal Surfaces: All metal surfaces should be clean and free from smudges, tape and other marks. Areas where applicable: Any exposed interior metal surface, structural or decorative. Metal parts of doors, railings and other metal parts frequently touched require regular cleaning and disinfecting.

Mirror / glass: The Contractor shall polish interior glass and mirrors. Surface shall be clean with a high level of shine, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Special provisions required to protect the surface applied film coating on glass

Graffiti Removal: Contractor shall remove graffiti using normal cleaning methods (ex. Normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the SA(R).

Cleaning Height of Vertical Surface

High Dusting .....	Counter height to 88" (7'-4")
Low Dusting .....	Floor level to Counter height
Overhead Dusting .....	88" (7'-4") – to Ceiling height or max. height of 144" (12'-0")
Spot Clean and Graffiti Removal .....	0" - 88" (7'-4")
Clean Surface Area .....	0" - 88" (7'-4")

*SERVICES IDENTIFIED AS ROUTINE CARE FOR VERTICAL SURFACES*

- Dusting, High
  - Dusting, Low
  - Dusting, Overhead
  - Spot Clean Building Surfaces
  - Clean Surface Area
- Frequency to services noted on Attachment: B

**4.3 CEILING CARE**

Ceiling Surface:

Visible ceiling surface shall be clean and free of debris. Surfaces adjacent to HVAC grilles may require additional cleaning Apply routine cleaning to ceilings from 0 – 144" (12'-0").

Light Fixtures:

Fixtures shall be clean and free of debris, dirt, bugs, webs and water streaks. Fixtures with glass shades (bowl), lens, louvers, or grilles, shall apply cleaning to inside surface. Contractor shall not clean audio/ visual equipment. Special provisions are required for pendant light fixtures, Contractor shall support and secure fixture so that fixture shall not swing while cleaning. Pendant fixtures (fans or lights) height limitations apply to bottom of fixture. The Contractor shall apply routine cleaning to all fixtures and surfaces from 0 – 144" (12'-0"). For example: a pendant fixture mounted at 13'-0" height ceiling, bottom of pendant fixture drops to 10'-0" above finished floor (a.f.f), fixture would receive routine cleaning as part of this contract because the 10'-0"(a.f.f.) falls within the 12'-0" cleaning range.

HVAC grilles:

Diffusers, heating/cooling returns, and exhaust lens covers and grilles shall be clean and free of debris. Vendor is not responsible for cleaning inside HVAC grilles. Apply routine cleaning to ceilings from 0 – 144" (12'-0").

SERVICES IDENTIFIED AS ROUTINE CARE FOR CEILING CARE

- Dusting, Ceiling Surface
- Clean and Dust, Light Fixtures
- Clean and Dust, HVAC grilles

Frequency to services noted on Attachment: B

Cleaning Height for Ceiling Care

Ceiling Surface, Lights and HVAC grilles.....88" to 144" (12'-0")

**4.4 MISCELLANEOUS CARE**

Trash

Wastebaskets shall be emptied, clean and free of debris, odor free, and lined. The County shall furnish plastic liners for wastebaskets. Contractor shall place new liners in wastebasket. Areas scheduled to receive weekly trash removal, contractor shall place 3 liners in basket prior to lining.

Elevators

Wash elevator walls and base and all doors (every floor) shall be clean and free of debris. Clean elevator door tracks and dust light lenses or diffusers. Apply routine floor, wall and ceiling care (Section 4.1 - 4.3 of this proposal)

Stairs

Stair components are as follows: treads, landings, risers, stringers, and all components of handrail. Refer to Attachment B for frequency. Apply routine floor, wall, and ceiling care (Section 4.1 - 4.3 of this proposal)

Furniture and Table Top Cleaning

Furniture and Table tops shall be clean and free of debris. The Contractor shall not be responsible for cleaning any flat surface that has papers or books on them. The contractor shall not be required to clean employee desk.

Upholstered Furniture: Chairs, lounge furniture, sofas, etc, shall be clean and free of debris sanitize vinyl covered furniture. Cleaning shall not cause discoloration. Routine clean: vacuum, sanitize and spot clean. Clean and shampoo shall remove all soil and stains, refer to Attachment B for frequency.

Wood furniture: Benches, tables, cabinet fronts, etc. All surfaces should be clean and free from debris, smudges and other debris. Polishing should not be more frequently than monthly and non-aerosol in order to prevent excessive buildup of polish.

Drinking Fountains

All porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains shall be cleaned and disinfected and free of debris. Apply routine clean.

Break-room, Kitchenettes, Conference Room

Contractor shall thoroughly clean areas. Clean counter tops and sinks, cabinet front, open shelves, front and top of appliances and wall mounted equipment, and table and chairs. Dish washing and the cleaning inside appliances is not included. Apply routine floor, wall, ceiling care and applicable miscellaneous care (Section 4.1 - 4.4 of this contract)

Policing: (Applies to Buildings with Day Porters) All public area surfaces shall be clean and free of debris.

Plumbing Fixtures

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust, streaks, film, odor and stain. Fixtures shall maintain a high level of luster. Apply routine clean.

De-scale: The Contractor to remove scale, scum, mineral deposits, rust stains, etc. from the inside of toilet bowls and urinals, from the surface surrounding faucets, drinking fountains and mop sinks without damage to toilet, urinal, faucet, fountain or sink. Apply routine clean.

Clean Public Entrances and Adjoining Entrance Glass Areas

Area must be cleaned and made free of debris and glass must be cleaned and free of streaks, spots etc. Empty and clean ashtrays and other waste containers, inserting liners as required. Clean glass surfaces in the lobby entrances adjacent to entry doors, and waiting areas from floor to 88" (7'-4") above finished floor. Apply routine floor, wall, ceiling care and applicable miscellaneous care (Section 4.1 - 4.4 of this contract)

Policing: (Applies to Buildings with Day Porters) All public area surfaces shall be clean and free of debris

Exterior:

Clean up of litter: The Contractor shall remove litter from the building per scheduled routine cleaning. When providing daytime service, Contractor shall police for litter from curbside, walkways, sidewalks, grass, exterior seating area, planters, and planted area, ash urns and yard furniture up to a distance of 30 feet from building structures (as weather permits). The Contractor shall provide routine clean and removal of debris.

Exterior Waste Baskets and Ash Trays: Wastebasket shall be emptied, clean, no debris, odor free, and lined. The County shall furnish plastic liners for wastebaskets. Contractor shall place new liners in wastebasket.

Policing: (Applies to Buildings with Day Porters) Area within 30 feet from building distance, including lawn, grounds, planted areas, sidewalks, hard surfaces, ramps and lanes, etc. shall be clean of gum, litter, debris, paper, trash and other discarded material.

Ice and snow removal not required.

Grass clippings: Grass clippings and yard debris that is walked in, or blown in, shall be removed. Separate vendor for the grounds is responsible for removal of clippings on walkways and sidewalks, the grass clippings that blow off the grass into entry ways shall be removed by the Contractor.

#### Refill Dispensers

The Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, paper cup dispenser, baby changing station dispenser, etc. in accordance with the directions of the suppliers and dispenser manufacturers. The Contractor shall wipe surfaces adjacent to hand soap dispenser to remove spillage and leakage.

#### Blinds

The Contractor shall clean all blinds: mini and vertical, drapery, valances, cord tapes, coverings. Routine clean involves spot cleaning and dusting to remove all dirt and dust. Blinds not operating properly shall be reported to the SA(R) for repair. Clean height from 0" – 88" (7'-4"). Apply routine care.

Artificial Plants In Public Areas: Routine clean: plant shall be free of dust. Apply routine care.

### **4.5 Room Specific Clean**

#### Clinical Services: Exam Rooms and Public Areas in a Clinic

Areas shall be clean, sanitized with MRSA Disinfectant and provisions taken to minimize contamination according to the current Guidelines for Environmental Infection Control in Health-Care Facilities. JCAHO/HIPAA, CDC, HICPAC regulatory guidelines shall be implemented for patient-care rooms, waiting rooms and public areas in clinic.

Coordination with Clinic to determine when additional cleaning is required for effective infection-control of blood or body contamination, or special pathogens have been reported present. The additional cleaning service shall be provided upon request by the CCM and billed separately.

Clean and Sanitize with MRSA disinfectant areas shall be clean, free of debris, calcium deposits, and body fluids. Apply routine floor, wall, ceiling care and applicable miscellaneous care (Section 4.1 -4.4 of this contract) with the addition of MRSA disinfectant. Areas shall have a clean scent or no odor at all.

Exam Room Equipment will not be included in scope of work.

Signage or Chart Holder: Surface shall be cleaned and disinfected using a germicidal detergent, provisions taken not to remove lettering.

#### Restroom, Shower Rooms, Locker Rooms and Holding Cells

Clean and Sanitize: Areas shall be clean, free of debris, mildew, body fluids, calcium deposits, waste and graffiti. Apply routine floor, wall, ceiling care and applicable miscellaneous care (Section 4.1 -4.4 of this contract) with the addition of germicidal disinfectant. Restrooms shall have a clean scent or no odor at all.

Floor care: Contractor shall take provisions to eliminate buildup of detergent residue on grouted surfaces.

Partitions shall be clean, sanitized, smudge, graffiti clean, stain free.

Grout on the wall and floor tiles shall be free of dirt, scum, mildew and residue.

Policing: (Applies to Buildings with Day Porters) All public restroom surfaces shall be clean and free of debris.

### **4.6 Periodic Cleaning Services**

Minimal Periodic Cleaning Schedule is outlined on Attachment B.

## **SECTION 5 – QUALITY ASSURANCE**

The Contractor shall be required to clean each facility subject to this contract to a neat and clean condition satisfactory to the County and in accordance with the specifications and frequencies set forth in this agreement. The Sedgwick County Custodial Management Team (SCCMT) will monitor the Contractor's performance under this contract using the quality assurance procedures specified by the Facilities Maintenance Division and outlined in this contract.

All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance and progress meeting the requirements of the contract should be taken to the CCM.

Sedgwick County has adopted a modified version of the **APPA Five levels of Cleanliness**, as the standard by which cleaning performance and facility cleanliness will be gauged.

## **SECTION 6 – NON - PERFORMANCE**

### **Contract Deductions for Non-Performance on Creditable Complaints:**

A deduction of \$50.00 per infraction per office/room or area per day may be assessed by the SA(R) following the process described below for failures to perform contract requirements. The deductions will continue daily until such deficiencies or non-performance infractions are corrected. If the infraction is remedied within two (2) hours of notice, no further action is taken. This deduction shall be used to recoup cost the owner incurs in managing the necessary contract compliance and correction, for services not performed.

Process:

- a) A call or e-mail to the contractor is generated from SA(R) stating infraction.
- b) Contractor is expected to respond to this call or email within 15 minutes.
- c) Corrective action is to begin within two (2) hours.
- d) If no response is received after a minimum of the two (2) hours from initial call or email, SA(R) shall email contractor to notify them infraction has not been resolved.
- e) If the infraction is not corrected by the next day, a deduction in pay is made.

Example:

Day 1: Contractor did not vacuum and did not empty a trash container in an office. A call from the SA(R) was made to the contractor but no response received, and no action to remedy the infraction was taken. The owner follows the outlined notification indicated.

Day 2: The office is still not vacuumed and the trash had not been removed. The owner again follows the outlined notifications indicated.

Day 3: The trash has been removed but the office is still not vacuumed.

Infraction 1: Contractor did not vacuum office.                      \$50.00 x 2 days = \$100.00

Infraction 2: Contractor did not empty trash container.            \$50.00 x 3 days = \$150.00

## **SECTION 7 – CONTRACT INFORMATION**

### **7.1 Contractor's Work Plan**

Within 14 days after award of the contract, the Contractor shall submit to both the County Custodial Supervisor and the Purchasing department, a complete plan of his/her operations. The plan will become part of the contract. The plan shall include the following (employee names and information is required one (1) week prior to contract start date):

- 7.1.1 Name and telephone number of the Contractor's on-site supervisor that is responsible for the assigned employees and responsible for attainment of the performance standards. Contractor shall ensure that this information and telephone number are kept up-to-date.
- 7.1.2 Name and telephone number of the Contractor's backup on-site supervisor that is responsible for the assigned employees and responsible for attainment of the performance standards in the event that the primary on-site supervisor is unavailable. Contractor shall ensure that this information and telephone number are kept up-to-date.
- 7.1.3 Name and telephone number of the individual who will take immediate corrective actions when notified, from the County Custodial Supervisor, to any major discrepancies.
- 7.1.4 Names and cell phone numbers of 24-hour on-call contact persons that will respond within 2-hours to emergencies.
- 7.1.5 Name and telephone number of employee(s) assigned to the each jobsite (include any alternates). Contractor must receive approval from the County Custodial Supervisor or his/her alternate prior to allowing any person(s) access to the building through duration of the contract.
- 7.1.6 Name, address and telephone number of employee(s) to act as alternates for each site. (Alternates must be used as last-minute staff replacement. Use of last-minute replacements not already listed as approved alternates by County will not be allowed.)
- 7.1.7 Provide the County Custodial Supervisor an updated employees list no later than the first week of each month. Contractor shall also provide to County and shall keep updated roster for each employee.
- 7.1.8 Detailed schedule of cleaning functions, including dates for other than daily functions, which will be performed during the period of the contract.

- 7.1.9 Vendor is required to bring awarded sites into compliance by contract performance standards. This standard must be met within six months of start of contract. Contract Compliance Manager must approve the completed work.
- 7.1.10 Transition Plan to begin contract.
- 7.1.11 Quality Control Plan.

**7.2 Contractor's Personnel**

The Contractor shall employ a sufficient number of experienced custodians to adequately perform all the specified services in the frequency specified herein. The Contractor shall be responsible for the conduct and performance of the Contractors' employees and compliance with the following rules:

- 7.2.1 Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
- 7.2.2 No loud or boisterous conduct will be permitted.
- 7.2.3 Contractor shall never schedule or otherwise assign an employee to work within a jobsite where the employee has a professional relationship with or is a family member of a County employee having an office at the jobsite. Verification of this will be the responsibility of the successful vendor providing a roster of assigned personnel to the Maintenance Supervisor for cross reference with current listings. Any newly assigned, interim shift supervisor or others whom will be granted access to any of the jobsites must be identified and shall also be crossed referenced by the Facility Manager.
- 7.2.4 Contractor' employees are not permitted to smoke in the buildings and must follow current County smoking policies at all times. Tobacco products are NOT permitted in any County facility, and smoking is NOT permitted outside within 25 feet of any exterior doors.
- 7.2.5 Contractor's employees must abide by all County rules for standard conduct.
- 7.2.6 Ensure that contractor employees limit their lunch and breaks to designated areas provided by the County Custodial Supervisor.
- 7.2.7 Contractor's employees will not open desk drawers or cabinets at any time nor shall they move or disturb any items or documents left on working surfaces or on windowsills, shelving or similar surfaces.
- 7.2.8 Contractor's employees shall clean surfaces such as tables. Contractor's employees shall NOT move any items on these surfaces, and are NOT to move, turn-on, use, or tamper with office machines, computers, radios, TVs or any other equipment, papers or anything else whether County owned or County employee's personal property.
- 7.2.9 Contractor shall provide a Custodial supervisor whose full time responsibility will be to maintain quality control, supervise contractor's staff and to serve as the County Custodial Supervisor's point of contact with the contractor. He or she will be responsible to provide:
  - On-site Staff supervision.
  - Inspection, training, & problem solving.
  - Provide a daily written report to County.
- 7.2.10 The contractor's staff member assigned as facility supervisor shall speak English fluently and understand the English language, as well as understand and speak the language(s) spoken by Contractor's employees that work at any County buildings, and shall be able to write reports to County in English as well as read and understand any written correspondence from County staff.
- 7.2.11 Contractor employees are not allowed to bring any non-employed family members or visitors while working on any County property.

**7.3 Background Check and Drug Screening**

Upon award of the contract, Contractor shall run thorough background investigations and drug screenings on all personnel that will be working in County-owned or County-operated buildings. Any convictions other than misdemeanor traffic incidents shall be brought to the attention of Sedgwick County Security to review prior to the person(s) being allowed to work at County sites. These background checks shall be performed using a national search, performed at the highest degree (most in-depth) available, and performed annually.

Contractor shall complete and sign Attachment C, indicating that a criminal history background and drug screen has been accomplished and list all assigned personnel name, birth-date, address and telephone number of persons working under the contract for each person that will be present at any County building.

The drug screening and criminal history background check on any or all personnel shall be made available for viewing by County authorized personnel upon request.

County may request and Contractor shall provide any information necessary for County to perform any background checks that County decides to perform. This information shall include such items as:

- Full name



- Each address used during the last 5-years
- Date of Birth
- Social Security Number
- Work permit number
- Citizenship status

Contractor shall provide all such information to County within 24-hours of the request.

The decision to deny or allow these persons to work at County sites shall be entirely at County Security Manager's discretion. In addition, County reserves the right to run a criminal background check on any of Contractor's employees that will be on-site at County sites.

Contractor will provide Sedgwick County Security and County Custodial Supervisor with full name, address and phone number for each of Contractor's staff that will be involved with County buildings.

Contractor to provide each Contractor employee with a photo ID with name of company and name of employee displayed on ID. Contractor employees shall keep the photo ID visible at all times while working at County sites.

- The County reserves the right to request removal of any of the Contractor's employees from the building at any time if evidence of felony or misdemeanor convictions (excluding traffic misdemeanors) is determined prior to, or during contract period.
- All Contractor personnel must be a citizen of the United States, or Contractor shall show evidence to County that any of Contractor's personnel that are not US citizens are in the United States legally.

#### **7.4 Security**

The Contractor shall comply with County's requirements for security and operational constraints.

- 7.4.1 Employees working for service providers or vendors with contracts with Sedgwick County will not be permitted to bring weapons into Sedgwick County buildings that are posted against conceal carry; or into jail, corrections buildings, or secure areas of law enforcement.
- 7.4.2 Security Screening: Contractor's staff will be required to go through County's security screening upon entrance to and departure from the Main Courthouse, 525 N. Main and when requested by other locations. All Items brought into County property or taken from County property will be subject to search.
- 7.4.3 County will provide Contractor with key(s), or keycards or door-code access numbers in areas requiring entry.
- 7.4.4 Contractor shall immediately notify the County Custodial Supervisor or in the Supervisor's absence, the Manager's designee when there is a discovery that building security has been breached.
- 7.4.5 Costs associated with re-keying that may be required as a result of Contractor's employee's loss of keys or unauthorized duplication of keys shall be the responsibility of the Contractor.
- 7.4.6 Any property found in public areas and common areas shall be immediately reported to Courthouse Security with a complete description of the property found, and the time of day and specific location that the property was found.
- 7.4.7 Any property found in personal offices shall be left in the location where found, unless there is a compelling reason to do otherwise. For example, if it looks out-of-place for any reason, contact Courthouse Security immediately.
- 7.4.8 If property is found in courtrooms or in court areas, do not touch it, but contact Courthouse Security immediately.
- 7.4.9 For property found or for related questions, immediately call Courthouse Security at 660-7777 to report the situation.

#### **7.5 Training**

The Contractor is required to provide training that meets all State, Local, and Federal regulations including but not limited to Bloodborne Pathogen Training and "Right to Know Training" for all of their employees. This training shall be given prior to anyone working at any County facilities; and verification that this training has been given shall be documented; and itemized documentation provided to County before any of Contractor's employees work at County facilities.

#### **7.6 Certifications**

Provide in detail the type of certification your firm holds, and what measures are included. This shall include training relative to custodians:

- 7.6.1 Methods Proposer uses to keep items out of the waste stream
- 7.6.2 Cleaning methods and products used. GS-42: Green Seal Certification (e.g. GS-42 for information go to: <http://www.sedgwickcounty.org/purchasing/GS42/DOC062112-001.pdf>)
- 7.6.3 SCCMT Required Certifications: Massco / Betco Training Certification Program <http://www.massco.com/resource-center/videos/>. Certification must be renewed annually. Each custodian must pass and complete all modules of

program. Submit digital copy of original certificate to Custodial Supervisor prior to start of work and on annual recertification.

- 7.6.4 SCCMT Recommends: LEED EBOM -2009 IEQc3.2 Green Cleaning.
- 7.6.5 SCCMT Recommends: UL Environmental Product Certification: ISO 14024- Compliant environmental certification service.
- 7.6.6 SCCMT Recommends: CIMS and CIMS GB – Certified.
- 7.6.7 SCCMT Recommends: IICRC Certification:
  - a. Commercial Carpet Maintenance Technician (CCMT)
  - b. Floor Care (Hard Surfaces) Technician (FCT)
  - c. Health and Safety Technician (HST)
  - d. Odor Control Technician (OCT)
  - e. Resilient Floor Maintenance Technician (RFMT)
  - f. Rug Cleaning Technician (RCT)
  - g. Stone, Masonry and Ceramic Tile Cleaning Technician (SMT)
  - h. Upholstery and Fabric Cleaning Technician (UFT)
  - i. Wood Floor Maintenance Technician (WFMT)

## **SECTION 8 – CONTRACT ADMINISTRATION**

### **8.1 Testing/Inspection**

County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

### **8.2 Payment**

Invoices for services delivered and accepted shall be submitted on one invoice, cost for each location identified separately and submitted directly to the Sedgwick County Accounts Payable, 525 N. Main, Suite 823 or electronically to e-mail AP\_invoices@sedgwick.gov, Wichita, KS 67203. All invoices shall show the contract number, federal employer identification number, and purchase order number.

- For regular service, at the end of each month of satisfactory service, County Custodial Supervisor will authorize payment within 30 days following receipt of vendor invoice for the month that services was rendered.
- All goods or services provided under this contract or purchase order, shall be billed by the Contractor at the contract price.

### **8.3 Performance Bond**

A **PERFORMANCE BOND** in the amount of **\$250,000.00** will be required at the time of contract signing, as well as proof of any insurance documents required herein.

### **8.4 Performance Bonds / Contracts / Evidence of Insurance**

Performance bonds, contracts and evidence of insurance required of the successful proposer on this solicitation must be delivered to:

Sedgwick County Purchasing Department  
Attn: Gunda Angelica  
525 N. Main, Suite 823  
Wichita, KS 67203

Each performance bond and insurance certificate **MUST BE IDENTIFIED WITH THE PROPOSAL REQUEST NUMBER OF THIS PROPOSAL SOLICITATION (RFP #13-0083).**

**8.5 Insurance Requirements**

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**8.6 Indemnification**

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**8.7 Special Terms and Conditions**

- 8.7.1 **SUPERVISION BY CONTRACTOR:** The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. The lead supervisor's sole responsibility shall consist of constant supervision of personnel, training, daily inspections, problem solving, record-keeping and daily reports, and meetings with County. County reserves the right to request removal of any of the Contractor's employees from the building at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.
- 8.7.2 **WORK SITE DAMAGES:** Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to the County's satisfaction at the Contractor's expense. Damage or loss done to property in the building caused by Contractor's employees is the sole responsibility of the Contractor. The Contractor, to the County's satisfaction, will repair, clean, or replace damage.
- 8.7.3 **CONTRACTOR PROPERTY DAMAGE:** The Contractor shall be entirely responsible for any loss or damage to his/her own

materials, supplies and equipment, and to the personal property of his/her employees while they are maintained on the work site.

- 8.7.4 **SAFETY:** Be responsible for training, education, and compliance with OSHA and industry safety standards.
- Provide employee training for janitorial maintenance, chemical handling, AIDS awareness, blood borne pathogens awareness and equipment operation. The contractor must provide whatever personal protection clothing and equipment required by OSHA standards.
  - Employee's injury and contractor equipment damage or loss is solely the Contractor's responsibility.

### **8.8 Drug-Free Workplace**

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **8.9 Confidential Matters and Data Ownership**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal; obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

### **8.10 Proposal Conditions**

In submitting a response to this Request for Proposal, vendors hereby understand the following (if duplication exists, previous sections prevail): <http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

### **8.11 General Contract Provisions**

The following appendix is language the County requires for all contracts that are entered in to (if duplication exist previous sections prevail). [http://www.sedgwickcounty.org/purchasing/pdf\\_files/General\\_Contract\\_Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf)

## **SECTION 9 – PROPOSAL SUBITTALS**

### **9.1 Proposal Content**

The Proposal should be organized in the following format and information sequence. Submitting respondents shall provide the following information:

- 9.1.1 State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
- 9.1.2 Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to be the provider of the outlined services.
- 9.1.3 Provide a list of any firm who will provide any sub-contracting services.
- 9.1.4 Discuss the nature and level of training provided to each employee such as training in the use of equipment, handling of chemicals, blood borne pathogens, safety incident reports and basic security.

- 9.1.5 Provide specific details to illustrate exactly the method your firm will use to calculate contract-cost increases in future years.
- 9.1.6 Acknowledge and clearly address qualification/requirements.
- 9.1.7 Acknowledge and clearly address specific cleaning requirements Attachment A and B.
- 9.1.8 Describe proposed services, including any, environmental standards for cleaning supplies and services (e.g. GS-42 Green Seal Environmental Standard for Cleaning Services – copy enclosed), a method of managing emergency cleaning and special cleaning requirements, a plan for annual maintenance of equipment, and primary hours of operation.
- 9.1.9 Describe your implementation plan for each building and how it will be coordinated with the County. Cleaning services are scheduled to begin the beginning of December 2013.
- 9.1.10 Provide a list of equipment items used to perform tasks.
- 9.1.11 State the normal type of cleaning materials used to complete all assigned tasks. Describe each specifically. State whether or not each qualifies for the EPA’s “Environmentally Preferable Purchasing Policy”. *(For example, will your firm use propellant type aerosols? Or will you use non-pressurized pump sprayers to minimize air pollution?)*
- 9.1.12 Recycling:
  - a. Describe any measures your firm may use to improve the County’s recycling program
  - b. Discuss how your firm may be able to reduce the County’s waste-stream. *(For example, can packaging of supplies be minimized; or can the type of packaging used be readily recycled? Will you use concentrates or are your products already diluted?)*
  - c. Submit for review one complete copy of all policy and procedures utilized in the management and performance of custodial services
  - d. Indicate the length of time you have been in business providing continuous service to single clients with similar needs in excess of 300,000 square feet of custodial service need (years, months)
  - e. Provide a bank reference statement and a copy of the most recent financial statement
- 9.1.13 Provide a minimum of four (4) references from firms to whom they are currently supplying, or within the last year have supplied custodial services. Indicate the number of square feet for each of the references. Include the dates service is being furnished and the name, address, phone number, and e-mail address of each person the County has your permission to contact.
- 9.1.14 Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
- 9.1.15 Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
- 9.1.16 Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- 9.1.17 Complete Pricing information included in the Proposal Response Form on pages 21 and 22.
- 9.1.18 Sign and return the completed Proposal Response Form in the same format as provided on page 21.
- 9.1.19 Communication plan (section 3.6)
- 9.1.20 Quality Assurance (section 5)
- 9.1.21 Floor Maintenance Schedule including periodic cleaning for type A and B services. (Attachment B)

**9.2 Pricing Schedule**

The County intends to establish a firm price contract with contractor(s) who are qualified to provide Custodial Services to each of the following County buildings. Cost must be all inclusive of all terms, conditions, and scope within this solicitation.

Proposal options are as follows:

- Contract Group 1: All properties divided into Four Separate Vendor contracts.
- Contract Group 2: All properties divided into Two Separate Vendor contracts.
- Contract Group 3: All properties with One Vendor contract.

**Contractor agrees to provide a fixed price per month for the initial two (2) year period of the contract. Any exemptions must be noted separately.**

9.3 Proposal Response Form

**PROPOSAL RESPONSE FORM  
#13-0083  
CUSTODIAL SERVICES**

The undersigned, on behalf of the Proposer , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE INCORPORATED \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_

General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_

Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business \_\_\_\_\_ Certification # \_\_\_\_\_

African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_ Woman Owned Business \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

(continued)

(Continuation of Proposal Response)

**Price per square foot for standard cleaning:** Shall be used for the addition or elimination of space(s) if needed.

Day(s) / Shift	Service Type A	Service Type B	Service Type C	Service Type D
Monday thru Friday 1 <sup>st</sup> Shift	\$ _____	\$ _____	\$ _____	\$ _____
Monday thru Friday 2 <sup>nd</sup> Shift	\$ _____	\$ _____	\$ _____	\$ _____
Saturday and Sunday 1 <sup>st</sup> Shift	\$ _____	\$ _____	\$ _____	\$ _____
Saturday and Sunday 2 <sup>nd</sup> Shift	\$ _____	\$ _____	\$ _____	\$ _____

**Periodic Cleaning Service Rates** (Should include price per person, per hour, including equipment. Prices to be utilized as an additional service or an elimination of service):

Dry Vapor Steam Clean: \$ \_\_\_\_\_ per sq. ft

Grout Sealer: \$ \_\_\_\_\_ per sq. ft

Stain Protector: \$ \_\_\_\_\_ per sq. ft

Floor: Non-Carpet, tiled surface:  
Machine Scrub and Spray Buff  
(typically, no wax floors) \$ \_\_\_\_\_ per sq. ft

Floor: Carpet, Clean by:  
extraction, agitation and shampoo \$ \_\_\_\_\_ per sq. ft.

Wall: tiled, stone wall panels or  
Acoustical wall clean and scrub \$ \_\_\_\_\_ per sq. ft.

Upholstered chairs:  
Clean and shampoo \$ \_\_\_\_\_ each

**Service Call Rates:**

Monday thru Friday (1<sup>st</sup> shift): \$ \_\_\_\_\_ per person, per hour

Monday thru Friday (2<sup>nd</sup> shift) \$ \_\_\_\_\_ per person, per hour

Saturday and Sunday (1<sup>st</sup> shift) \$ \_\_\_\_\_ per person, per hour

Saturday and Sunday (2<sup>nd</sup> shift) \$ \_\_\_\_\_ per person, per hour

Holidays \$ \_\_\_\_\_ per person, per hour

Unclog toilette \$ \_\_\_\_\_ flat rate per toilet

**Prices for years 3, 4 and 5 shall not exceed:**

Year 3 \_\_\_\_\_%    Year 4 \_\_\_\_\_%    Year 5 \_\_\_\_\_%

**Day Porter (each)**

Full time Monday thru Friday, 7:30 AM - 4:30 PM \$ \_\_\_\_\_

(continued)

## **CONTRACT GROUP 1**

All Properties divided into four separate vendor contracts

<b>CONTRACT GROUP I A</b>					
<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT.</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
1.	Main Courthouse (MCH)	525 N. Main	233,055		
2.	Adult Detention Facility (ADF)	141 W. Elm	14,300		
<b>Totals for Contract Group IA</b>			<b>247,355</b>		

<b>CONTRACT GROUP I B</b>					
<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT.</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
3.	Historic Courthouse (HCH)	510 N. Main	32,725		
4.	Munger Building	538 N. Main	12,900		
5.	COMCARE Administration	635 N. Main	13,425		
6.	COMCARE CDDO	615 N. Main	7,900		
7.	EMS Building	1015 Stillwell	9,050		
8.	Radio Shop	1015 Stillwell	1,100		
9.	Fleet Management Shop	1015 Stillwell	500		
10.	Fleet Management Administration	1021 Stillwell	4,125		
11.	Adult Intensive Supervision (AISP)	905 N. Main	18,050		
12.	EMSS Medical Director's Office	4343 N. Woodlawn	3,175		
13.	Department of Aging		8,575		
14.	Public Works		25,050		
<b>Totals for Contract Group IB</b>			<b>136,575</b>		

<b>CONTRACT GROUP I C</b>					
<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
15.	Juvenile Courts	1015 S. Minnesota	39,150		
16.	Juvenile DA	1015 S. Minnesota	17,250		
17.	COMCARE Center City	154 N. Topeka	7,474		
18.	COMCARE Crisis	934 N. Water	5,400		
19.	COMCARE ATS	940 N. Waco	9,100		
20.	COMCARE	1929 W. 21 <sup>st</sup> St	20,100		
21.	COMCARE (CSS)	1969 W. 21 <sup>st</sup> St.	6,600		
22.	COMCARE SCOAP	1720 N. Morris	5,350		
23.	Public Safety Center (911)	714 N. Main	18,775		
24.	Health Department	434 N. Oliver, Ste 110	8,650		
25.	Offender Registration Unit	3803 E. Harry, Ste 119	2,500		
26.	Department of Housing	3803 E. Harry,	3,000		
27.	Drug Court	3803 E. Harry, Ste 121	9,600		
28.	Appraiser Office	4035 E. Harry	18,725		
29.	Juvenile Field Services	3803 E. Harry	14,975		
<b>Totals for Contract Group IC</b>			<b>186,649</b>		

<b>CONTRACT GROUP I D</b>					
<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT.</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
30.	Forensic Science Center	1109 N. Minneapolis	19,700		
31.	Health Department	2716 W Central	9,725		
<b>Totals for Contract Group ID</b>			<b>29,425</b>		

**END OF CONTRACT GROUP I**



## **CONTRACT GROUP 2**

All Properties divided into two separate vendor contracts

### **CONTRACT GROUP 2 A**

<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT.</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
1.	Main Courthouse (MCH)	525 N. Main	233,055		
2.	Adult Detention Facility (ADF)	141 W. Elm	14,300		
3.	Historic Courthouse (HCH)	510 N. Main	32,725		
4.	Munger Building	538 N. Main	12,900		
5.	COMCARE Administration	635 N. Main	13,425		
6.	COMCARE CDDO	615 N. Main	7,900		
7.	EMS Building	1015 Stillwell	9,050		
8.	Radio Shop	1015 Stillwell	1,100		
9.	Fleet Management Shop	1015 Stillwell	500		
10.	Fleet Management Administration	1021 Stillwell	4,125		
11.	Adult Intensive Supervision (AISP)	905 N. Main	18,050		
12.	EMSS Medical Director's Office	4343 N. Woodlawn	3,175		
13.	Department of Aging	2622 W. Central	8,575		
14.	Public Works	1144 S. Seneca	25,050		
<b>Totals for Contract Group 2 A</b>			<b>383,930</b>		

### **CONTRACT GROUP 2 B**

<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT.</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
15.	Juvenile Courts	1015 S. Minnesota	39,150		
16.	Juvenile DA	1015 S. Minnesota	17,250		
17.	COMCARE Center City	154 N. Topeka	7,474		
18.	COMCARE Crisis	934 N. Water	5,400		
19.	COMCARE ATS	940 N. Waco	9,100		
20.	COMCARE	1929 W. 21 <sup>st</sup> St	20,100		
21.	COMCARE (CSS)	1969 W. 21 <sup>st</sup> St.	6,600		
22.	COMCARE SCOAP	1720 N. Morris	5,350		
23.	Public Safety Center (911)	714 N. Main	18,775		
24.	Health Department	434 N. Oliver, Ste 110	8,650		
25.	Offender Registration Unit	3803 E. Harry, Ste 119	2,500		
26.	Department of Housing	3803 E. Harry,	3,000		
27.	Drug Court	3803 E. Harry, Ste 121	9,600		
28.	Appraiser Office	4035 E. Harry	18,725		
29.	Juvenile Field Services	3803 E. Harry	14,975		
30.	Forensic Science Center	1109 N. Minneapolis	19,700		
31.	Health Department	2716 W Central	9,725		
<b>Totals for Contract Group 2 B</b>			<b>216,074</b>		

**END OF CONTRACT GROUP 2**

### **CONTRACT GROUP 3**

All Properties for one vendor contract.

<b>CONTRACT GROUP 3</b>					
<b>ID</b>	<b>COUNTY BUILDING</b>	<b>ADDRESS</b>	<b>APPROX SQ FT*</b>	<b>COST PER MONTH</b>	<b>ANNUAL COST</b>
1.	Main Courthouse (MCH)	525 N. Main	233,055		
2.	Adult Detention Facility (ADF)	141 W. Elm	14,300		
3.	Historic Courthouse (HCH)	510 N. Main	32,725		
4.	Munger Building	538 N. Main	12,900		
5.	COMCARE Administration	635 N. Main	13,425		
6.	COMCARE CDDO	615 N. Main	7,900		
7.	EMS Building	1015 Stillwell	9,050		
8.	Radio Shop	1015 Stillwell	1,100		
9.	Fleet Management Shop	1015 Stillwell	500		
10.	Fleet Management Administration	1021 Stillwell	4,125		
11.	Adult Intensive Supervision (AISP)	905 N. Main	18,050		
12.	EMSS Medical Director's Office	4343 N. Woodlawn	3,175		
13.	Department of Aging	2622 W. Central	8,575		
14.	Public Works	1144 S. Seneca	25,050		
15.	Juvenile Courts	1015 S. Minnesota	39,150		
16.	Juvenile DA	1015 S. Minnesota	17,250		
17.	COMCARE Center City	154 N. Topeka	7,474		
18.	COMCARE Crisis	934 N. Water	5,400		
19.	COMCARE ATS	940 N. Waco	9,100		
20.	COMCARE	1929 W. 21 <sup>st</sup> St	20,100		
21.	COMCARE (CSS)	1969 W. 21 <sup>st</sup> St.	6,600		
22.	COMCARE SCOAP	1720 N. Morris	5,350		
23.	Public Safety Center (911)	714 N. Main	18,775		
24.	Health Department	434 N. Oliver, Ste 110	8,650		
25.	Offender Registration Unit	3803 E. Harry, Ste 119	2,500		
26.	Department of Housing	3803 E. Harry,	3,000		
27.	Drug Court	3803 E. Harry, Ste 121	9,600		
28.	Appraiser Office	4035 E. Harry	18,725		
29.	Juvenile Field Services	3803 E. Harry	14,975		
30.	Forensic Science Center	1109 N. Minneapolis	19,700		
31.	Health Department	2716 W Central	9,725		
<b>Totals for Contract Group 3</b>			<b>600,004</b>		

**END OF CONTRACT GROUP 3**

\*=Square footage listed above reflects approximate total Cleanable square footage per building.

# ATTACHMENT A - GLOSSARY OF TERMS

Definitions presented in this section describe terms used in the contract

## **Agitation**

The surface is agitated with counter-rotating brushes. Agitation shall comply with carpet manufacture's recommendations for cleaning.

## **APPA**

APPA previously was the acronym for the Association for Physical Plan Administrators. Currently, the organization is rebranding and does not have a meaning for the acronym APPA. Now APPA is the organization for Leadership in Educational Facilities.

## **Building**

A reference to "facility" and "site" is interchangeable with "building". A man made structure or edifice which services are performed within or on the exterior of the formation, and is intended to support or shelter any use or continuous occupancy.

## **Center for Disease Control and Prevention (CDC)**

CDC is a major operating component of the Department of Health and Human Services. CDC deals with public health concerns. CDC outlines how to keep surfaces clean and body substance spills managed promptly. Reference and apply the current "Guidelines for Environmental Infection Control in Health-Care Facilities" to areas specified in this contract to receive clinical services.

## **Ceiling Surface**

As listed but not limited to: Suspended Acoustical Ceiling System (SAC), textured ceiling, painted ceiling, ceiling coves, ceiling clouds, ceiling coffers, tray ceiling, open ceiling (with exposed: beams, girders, trusses, hvac ducts, equipment), moldings, etc.

## **Clean**

The removal of any and all unwanted matter including loose soil, dirt, debris and litter from any surface. This also includes standing water.

## **Cleanable Square Feet**

Is the Gross Square Feet minus walls (approx 1.5% of gross square feet,) minus non cleanable areas such as electrical closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

## **Contract Compliance Manager (CCM)**

The Contract Compliance Manager serves as the point of contract between the vendor and the county regarding contractual matters. In addition, this position will periodically monitor compliance and customer satisfaction at each facility. CCM will coordinate with Finance all matters in regards to revenue and update Finance with the vendor evaluations. As needed, provide guidance on contract matters to Site Administrator (Representative) in contracting practices and procedures.

## **Contractor**

Reference to "Vendor" is interchangeable with "Contractor". It means the proposer who is awarded this Contract, even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

## **Custodial**

A reference to "custodial" is interchangeable with "janitorial". Custodial and related services include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

## **Day Porter**

Day porter is assigned to a facility to provide supplemental services to maintain the desired level of cleanliness consistently throughout the day. Such tasks may be identified as policing or other additional duties as may be required at the assigned facility not specifically identified in the specifications. This position shall not be combined with the on-site supervisory duties. These additional tasks will be assigned in concert with the Site Administrator (Representative). All immediate action calls shall be directed to the day porter by the SA(R). The day porter must respond to such calls shall within five minutes. An employee assigned to day service to provide basic custodial service is not considered a day porter.

**Debris**

Including but not limited to dirt, smudges, fingerprints, marks, tape, oil, soil substances, encrustation, water streaks, gum, dust, webs, litter, graffiti, tar, deposits, spots, soiled traffic patterns, staples, crusted material, grime, and other foreign matter.

**Dirt**

Any filth or soiling substances or foreign matter, solid or liquid, including mud and dust.

**Dusting**

A properly dusted surface free of all dirt and dust, dust streaks, lint and cobwebs.

**Extraction**

The action of taking out chemicals, soil, moisture, etc. from surface.

**Healthcare Infection Control Practices Advisory Committee (HICPAC)**

Federal Advisory Committee assembled to provide advice and guidance to the Centers for Disease Control and Prevention (CDC) and the secretary of the Department of Health and Human Services (HHS) regarding the practice of infection control and strategies for surveillance, prevention and control of healthcare-associated infections, antimicrobial resistance and related events in United States healthcare settings.

**HEPA Filter**

High efficiency particulate vacuum filters - remove 99.9% of all particulates to 0.3 microns of harmful particles, including dust, mold spores, dust mites, pet dander and other troublesome allergens.

**HVAC Grilles**

As listed but not limited to: Return air, supply vents and exhaust fans, located on floor, wall or ceiling.

**JCAHO/HIPAA**

Joint Committee on Accreditation of Healthcare Organization/Health Insurance Portability and Accountability Act. For information on confidentiality training and certification, contact the Substance Abuse and Health Care Services Division, (954) 357-5450.

**Lead Worker**

May be a senior employee trained to provide work direction and ensure task completion of less experienced employees in cases where a supervisor is not permanently assigned to a work site.

**Light Fixture**

As listed but not limited to: Pendant, recessed, can, ceiling fans, track lights, louvered lens, grilles, wall mounted sconces, etc.

**Litter**

Any item(s) or the remains of any activity that has been discarded, including but not limited to paper, gum, cans and bottles.

**Metal Surfaces**

As listed but not limited to: metal panels, corner guards, moldings, ledges, hand rail components (includes: guardrail, baluster, bottom rail, post, ornate metalwork), grilles (includes ornate metal work), doors, door pulls, door frames, kick plates, escutcheon plates, grab bars, built-in equipment (example: trash can), surface mounted electrical conduit/boxes, and switch plate covers.

**Mirror / Glass Surfaces**

As listed but not limited to: All interior window surfaces within 7'-0", entrance glass inside and out (adjacent to entry door only), glass in doors, glass in partitions, glass in walls, display cases and directory boards, mirror surfaces, etc.

**Modification**

Modification is a bilateral or unilateral change in the terms of a contract.

**MRSA**

A "Staph super bug" Methicillin-Resistant Staphylococcus Aureus (MRSA), Sedgwick County intends to utilize the janitorial contract to institute procedures to maximize protection of transmitting this serious infection. MRSA is spread through skin-to-skin contact, by sharing contaminated objects or coming into contact with contaminated surfaces. To prevent the spread of MRSA simple procedures should be followed.

1. Clean and disinfect the following surfaces, kitchen counter tops, restroom counter tops and toilets, locker rooms and any surface that could come into contact with an infected person's skin.
2. All potential risk surfaces shall be cleaned using an EPA registered Disinfected Spray for restrooms and other potential contaminated surfaces.

#### **Non- Public Area**

The area defined as space and areas not normally used by the public, such as administrative sections, offices and conference rooms. Reference Building Information to identify Non- Public Area as space and areas vary.

#### **Non- Performance**

Contractor's neglect to be in conformance with the following contract requirements will be treated as a non-performance infraction . Refer to Section 4 of contract for list of contracted tasks.

Failure of the Contractor to complete contract tasks, or to complete frequency of task or to an acceptable level of outlined on the QASP Inspection Criteria in Section 5 of contract.

#### **Periodic Cleaning**

Frequency of cleaning. As listed but not limited to Daily, Weekly, Monthly, Quarterly, Annual, Bi-Annual, etc basis. Services scheduled in advance with SCCTM.

#### **Performance Based Service Contracting**

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service.

#### **Performance Based Statement of Work (PBSOW)**

This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the Performance Based Statement of Work (PBSOW) established by Sedgwick County. Exception noted that minimum services are outlined in scope of work are required, however, performance quality standards shall govern. Contractor shall be made aware that the minimum services may require additional methods and/or scope of work to achieve desired results.

#### **Machine Scrub**

The use of automatic commercial equipment utilizing water pressure and solvents that is designated to scrub and remove soil stuck to hard surface floors, walkways and motor vehicle traffic areas.

#### **Public Areas**

Spaces and areas (sidewalks, lobbies, auditoriums, hallways, vestibules, etc.) normally open to the public and normally used by the public.

#### **Quality Assurance Surveillance Plan (QASP)**

The Sedgwick County's surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Service Contract.

#### **Quality Control Plan (QCP)**

The Quality Control Plan is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

#### **Routine**

The day to day work, or weekly, monthly, quarterly, annual,etc services required to maintain a clean environment. Specially Requested Cleaning or Service calls (other than non-performance issues) would be outside of the routine scope of service.

#### **Sanitize**

Removing dirt and certain bacteria so that the number of germs is reduced to such a level that the spread of disease is unlikely. Use of appropriate EPA –registered detergent/disinfectant (with MRSA disinfectant, where noted) for low or high touch surfaces.

#### **Scrubbing**

Using an appropriate detergent in a hot water solution and a *stiff* brush (mechanical or manual), cleaning the surfaces of all dirt, soil, and grime. After scrubbing, rinse with clear water and dry using mops or mechanical drying method.

#### **Sedgwick County's Custodial Management Team (SCCMT)**

The Sedgwick County's Custodial Management Team is an entity developed for Contractor oversight, surveillance, and

evaluating performance. The entities are defined as the Sedgwick County Facilities and Purchasing Department, Site Administrator (SA) and Site Administrator Representative (SAR).

**Services**

The furnishing of labor, time, and *effort* by a contractor.

**Service Calls**

SCCMT Requested Services provided by Contractor for services not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. The service call may be at location not included in Contractor's Contract Group identified in section 9.

**Site Administrator (SA) and Site Administrator Representative (SAR)**

Site Administrator or Representative (SA/ SAR) shall be appointed by letter from the CCM. SA (R) will be the primary Sedgwick County representatives for the administration of Contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract. The SA(R) has the responsibility to insure that the provisions of the contract are complied with by both the County and the Contractor. Primarily, they are to coordinate and communicate with the Contractor and to manage and supervise services provided under the terms and conditions of this contract.

**Soil**

A reference to "gradu" is interchangeable with "Soil". Any foreign matter, solid or liquid including but not limited to the following: oil, water, dried mud, adhesives, caked oil absorbent compounds. Or any loose foreign particles not stuck to the surface. Or adhered foreign particles that have penetrated into the matrix of the surface.

**Specifications**

The Information and Requirements found in the entire document (Section 1-9, attachments, exhibits, etc.).

**Spot Cleaning**

To clean soiled portions of items including carpets, floors, walls etc. without leaving a noticeable color differential from surrounding area.

**Sweep**

A properly swept or dust-mopped floor free of all surface dirt, dust, grit, lint and debris.

**Time Period Clarification**

- Biweekly ..... Every two weeks
- Bimonthly ..... Every two months
- Biannual ..... Every two years
- Quarterly ..... Every three months
- Semi weekly ..... Twice a week
- Semimonthly ..... Twice a month
- Semiannual ..... Twice a year
- Triannual ..... Three times a year
- Triennial ..... Every three years

**Trash**

Debris, litter and any item(s) or material left in the area.

**Wax**

Areas with applied floor finish shall maintain a gloss high level of shine.

**Wax Removal**

Accomplished when surfaces have all wax removed down to the flooring material; floors left free of dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry.

## MINIMUM ROUTINE AND PERIODIC SERVICE SCHEDULE

### SERVICE TYPE A= HIGH USE AREAS

<u>DAILY</u>	<u>MONTHLY (*)</u>
1 FLOOR: NON-CARPET • Dust Mop or Sweep • Spot Mop	1 WALL: VERTICAL SURFACE • Dust: Overhead height: 88" - 144" (12'-0") • Clean and polish wood surfaces 0" - 88" (7'-4")
2 FLOOR: CARPET, RUG, MAT • Vacuuming & Spot Cleaning	2 CEILING: • Dust: Ceiling Surface, Light Fixtures, HVAC Grilles
3 WALL: VERTICAL SURFACE • Spot Clean and Sanitize high touch areas 0" - 88" (7'-4"). Removal of Graffiti • Metal Surfaces: Spot clean • Glass / Mirrors: Spot clean	3 MISC: FURNITURE • Clean and polish wood furniture. MISC: PLUMBING FIXTURES • Descale on drinking fountains and sinks.
4 MISC.: TRASH • Empty, spot clean, and install lining in wastebaskets	4 MISC: BLINDS • Dust and spot clean, height: 0" - 88" (7'-4")
5 MISC.: ELEVATORS • Spot clean and Sanitize high touch areas. All surfaces routine care.	5 MISC: ARTIFICIAL PLANTS • Dust surfaces.
6 MISC.: STAIRS • Spot clean and Sanitize high touch areas. All surfaces routine care.	<b><u>BI-MONTHLY (*)</u></b>
7 MISC.: FURNITURE • Spot Clean and Sanitize high touch areas.	1 FLOOR: NON-CARPET ( task on alternating months) • Wet Clean and Spray Buff <sup>1</sup> • Machine Scrub and Spray Buff <sup>1</sup> 1= Spray Buff on approved surfaces.
8 MISC.: DRINKING FOUNTAINS • Clean all surfaces includes orifices and drain.	<b><u>QUARTERLY (*)</u></b>
9 MISC.: BREAKROOM, ETC. Clean countertops, sinks, cabinet front, top/ front of appliances and • equipment, table and chairs. All surfaces routine care.	1 FLOOR: CARPET, RUG, MAT • Carpet clean by extraction, agitation, and shampoo
10 MISC.: ENTRY AND ADJOINING GLASS • Clean Glass, height: 0" - 88" (7'-4"). All surfaces routine care.	2 MISC: TRASH • Wash interior and exterior wastebaskets and exterior ash trays
11 MISC.: EXTERIOR (30 ft from building) Remove litter, empty waste baskets and ash trays, sweep.	<b><u>SEMI-ANNUAL (*)</u></b>
12 MISC.: REFILL DISPENSERS • Refill all dispensers.	1 FLOOR: NON-CARPET • Strip and Refinish Floors
<b><u>WEEKLY</u></b>	2 CEILING: LIGHT FIXTURES • Clean lens, louver, grille, pendant bowl, etc. inside and outside.
1 FLOOR: NON-CARPET • Damp mop	3 MISC.: FURNITURE • Upholstered: Vacuume
2 FLOOR: CARPET, RUG, MAT • Edge Vacuum	<b><u>ANNUAL</u></b>
3 WALL: VERTICAL SURFACE • Dust High counter height to 88" (7'-4")	1 FLOOR: NON-CARPET • Strip and Refinish Floors
<b><u>BI-WEEKLY</u></b>	2 FLOOR: CARPET, RUG, MAT • Carpet clean by extraction, agitation, and shampoo
1 WALL: VERTICAL SURFACE • Dust Low: counter height to floor • Metal Surfaces: Polish and clean entire surface • Mirror / Glass: clean entire surface.	3 WALL: VERTICAL SURFACE • Clean entire surface 0" -88" (7'-4")
2 MISC: EXTERIOR • Seasonal: Remove webs, clean and hose down at entries.	4 CEILING: • Clean: Ceiling Surface, Light Fixtures, HVAC Grilles
	5 FURNITURE: • Upholstered: Clean and shampoo
	<b><u>AS NEEDED</u></b>
	1 ALL FLOOR, WALL, CEILING AND MISC SURFACES • Spot Removal upon request.
	2 SERVICE CALL • Upon request- at additional cost.

\*Replaces one scheduled service with an annual service

## MINIMUM ROUTINE AND PERIODIC SERVICE SCHEDULE

### SERVICE TYPE B= MEDIUM USE AREAS

<u>WEEKLY</u>		<u>SEMI-ANNUAL CONTINUED(*)</u>	
1	FLOOR: NON-CARPET • Dust Mop or Sweep • Spot Mop	3	FLOOR: CARPET, etc (tasks on alternating quarters) • Carpet clean by extraction, agitation, and shampoo
2	FLOOR: CARPET, RUG, MAT • Vacuuming & Spot Cleaning	4	MISC: TRASH • Wash interior and exterior wastebaskets and exterior ash trays
3	WALL: VERTICAL SURFACE • Spot Clean and Sanitize high touch areas 0" - 88" (7'-4"). Removal of Graffiti • Metal Surfaces: Spot clean • Glass / Mirrors: Spot clean	5	MISC.: FURNITURE • Upholstered: Vacuum
<u>ANNUAL</u>			
	1 FLOOR: NON-CARPET • Strip and Refinish Floors		2 FLOOR: CARPET, RUG, MAT • Carpet clean by extraction, agitation, and shampoo
4	MISC.: TRASH • Empty, spot clean, and install lining in wastebaskets	3	WALL: VERTICAL SURFACE • Clean entire surface 0" -88" (7'-4")
5	MISC.: ELEVATORS • Spot clean and Sanitize high touch areas. All surfaces routine care.	4	CEILING: • Clean: Ceiling Surface, Light Fixtures, HVAC Grilles
6	MISC.: STAIRS • Spot clean and Sanitize high touch areas. All surfaces routine care.	5	FURNITURE: • Upholstered: Clean and shampoo
<u>AS NEEDED</u>			
7	MISC.: FURNITURE • Spot Clean and Sanitize high touch areas.	1	ALL FLOOR, WALL, CEILING AND MISC SURFACES • Spot Removal upon request.
8	MISC.: REFILL DISPENSERS • Refill all dispensers.	2	SERVICE CALL • Upon request- at additional cost.
<u>BI-WEEKLY</u>			
1	FLOOR: NON-CARPET • Damp mop		
2	FLOOR: CARPET, RUG, MAT • Edge Vacuum		
3	WALL: VERTICAL SURFACE • Dust High counter height to 88" (7'-4")		
<u>MONTHLY</u>			
1	WALL: VERTICAL SURFACE • Dust Low: counter height to floor • Metal Surfaces: Polish and clean entire surface • Mirror / Glass: clean entire surface.		
<u>BI-MONTHLY (*)</u>			
1	WALL: VERTICAL SURFACE • Dust: Overhead height: 88" - 144" (12'-0") • Clean and polish wood surfaces 0" - 88" (7'-4")		
2	CEILING: • Dust: Ceiling Surface, Light Fixtures, HVAC Grilles		
4	MISC: BLINDS • Dust and spot clean, height: 0" - 88" (7'-4")		
<u>SEMI-ANNUAL(*)</u>			
1	FLOOR: NON-CARPET ( task on alternating months) • Wet Clean and Spray Buff <sup>1</sup> • Machine Scrub and Spray Buff <sup>1</sup> 1= Spray Buff on approved surfaces.		

\*Replaces one scheduled service with an annual service



## MINIMUM ROUTINE AND PERIODIC SERVICE SCHEDULE

### SERVICE TYPE C= CLINICAL AREAS

<u>DAILY</u>	<u>MONTHLY (*)</u>
1 FLOOR: NON-CARPET • Dust Mop or Sweep (disposable mop heads ) • Spot Mop (sanitize and change water frequently )	1 WALL: VERTICAL SURFACE • Dust: Overhead height: 88" - 144" (12'-0") • Clean and polish wood surfaces 0" - 88" (7'-4")
2 FLOOR: CARPET, RUG, MAT • Vacuuming & Spot Cleaning	2 CEILING: • Dust: Ceiling Surface, Light Fixtures, HVAC Grilles
3 WALL: VERTICAL SURFACE • Spot Clean and Sanitize high touch areas 0" - 88" (7'-4"). Removal of Graffiti • Metal Surfaces: Spot clean • Glass / Mirrors: Spot clean	3 MISC: FURNITURE • Clean and polish wood furniture. MISC: PLUMBING FIXTURES • Descale on drinking fountains and sinks.
4 MISC.: TRASH • Empty, spot clean, and install lining in wastebaskets	4 MISC: BLINDS • Dust and spot clean, height: 0" - 88" (7'-4")
5 MISC.: FURNITURE • Spot Clean and Sanitize	5 MISC: ARTIFICIAL PLANTS • Dust surfaces.
6 MISC.: DRINKING FOUNTAINS • Clean all surfaces includes orifices and drain.	<b>BI-MONTHLY (*)</b>
7 MISC.: BREAKROOM, ETC. • Clean countertops, sinks, cabinet front, top/ front of appliances and equipment, table and chairs. All surfaces routine care.	1 FLOOR: NON-CARPET ( task on alternating months) • Wet Clean and Spray Buff <sup>1</sup> • Machine Scrub and Spray Buff <sup>1</sup> I= Spray Buff on approved surfaces.
8 MISC.: ENTRY AND ADJOINING GLASS • Clean Glass, height: 0" - 88" (7'-4"). All surfaces sanitized with with MRSA Disinfectant.	<b>QUARTERLY (*)</b>
9 MISC.: EXTERIOR (30 ft from building) • Remove litter, empty waste baskets and ash trays, sweep.	1 FLOOR: CARPET, RUG, MAT • Carpet clean by extraction, agitation, and shampoo
10 MISC.: REFILL DISPENSERS • Refill all dispensers.	2 MISC: TRASH • Wash interior and exterior wastebaskets and exterior ash trays
<b>WEEKLY</b>	<b>SEMI-ANNUAL (*)</b>
1 FLOOR: NON-CARPET • Damp mop and Sanitize	1 FLOOR: NON-CARPET • Strip and Refinish Floors
FLOOR: CARPET, RUG, MAT • Edge Vacuum	2 CEILING: LIGHT FIXTURES • Clean lens, louver, grille, pendant bowl, etc. inside and outside.
WALL: VERTICAL SURFACE • Dust High counter height to 88" (7'-4")	3 MISC.: FURNITURE • Upholstered: Vacuum
<b>BI-WEEKLY</b>	<b>ANNUAL</b>
WALL: VERTICAL SURFACE • Dust Low: counter height to floor • Metal Surfaces: Polish and clean entire surface • Mirror / Glass: clean entire surface.	1 FLOOR: NON-CARPET • Strip and Refinish Floors
MISC: EXTERIOR • Seasonal: Remove webs, clean and hose down at entries.	2 FLOOR: CARPET, RUG, MAT • Carpet clean by extraction, agitation, and shampoo
	3 WALL: VERTICAL SURFACE • Clean entire surface 0" -88" (7'-4")
	4 CEILING: • Clean: Ceiling Surface, Light Fixtures, HVAC Grilles
	5 FURNITURE: • Upholstered: Clean and shampoo
	<b>AS NEEDED</b>
	1 ALL FLOOR, WALL, CEILING AND MISC SURFACES • Spot Removal upon request.
	2 SERVICE CALL • Upon request- at additional cost.

\*=Replaces one scheduled service with an annual service . Special note: Sanitize all surfaces with MRSA Disinfectant at Health Care Clinics, Facility must maintain low VOC, low or no fragrance in cleaning supplies.

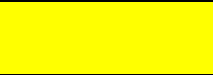





## MINIMUM ROUTINE AND PERIODIC SERVICE SCHEDULE

### SERVICE TYPE D= RESTROOMS, LOCKER ROOMS, HOLDING CELLS

<u>DAILY</u>	<u>SEMI-ANNUAL (*)</u>
1 FLOOR: NON-CARPET • Dust Mop or Sweep • Spot Mop	1 FLOOR: NON-CARPET • Strip and Refinish Floors
2 WALL: VERTICAL SURFACE • Spot Clean and Sanitize high touch areas 0" - 88" (7'-4"). Removal of Graffiti • Metal Surfaces: Spot clean • Glass / Mirrors: Spot clean	2 CEILING: LIGHT FIXTURES • Clean lens, louver, grille, pendant bowl, etc. inside and outside surfaces
3 MISC.: TRASH • Empty, spot clean, and install lining in wastebaskets	<u>ANNUAL</u>
4 MISC.: EQUIPMENT • Spot Clean and Sanitize high touch areas.	1 FLOOR: NON-CARPET • Strip and Refinish Floors
5 MISC.: REFILL DISPENSERS • Refill all dispensers.	2 WALL: VERTICAL SURFACE • Clean entire surface 0" -88" (7'-4")
6 MISC.: PLUMBING FIXTURES • Clean and Sanitize	3 CEILING: • Clean: Ceiling Surface, Light Fixtures, HVAC Grilles
<u>WEEKLY</u>	<u>AS NEEDED</u>
1 FLOOR: NON-CARPET • Damp mop	1 ALL FLOOR, WALL, CEILING AND MISC SURFACES • Spot Removal upon request.
2 WALL: VERTICAL SURFACE • Dust High counter height to 88" (7'-4")	2 SERVICE CALL • Upon request- at additional cost.
<u>BI-WEEKLY</u>	
1 WALL: VERTICAL SURFACE • Dust Low: counter height to floor • Metal Surfaces: Polish and clean entire surface • Mirror / Glass: clean entire surface.	
<u>MONTHLY (*)</u>	
1 WALL: VERTICAL SURFACE • Dust: Overhead height: 88" - 144" (12'-0") • Clean and polish wood surfaces 0" - 88" (7'-4")	
2 CEILING: • Dust: Ceiling Surface, Light Fixtures, HVAC Grilles	
3 MISC: PLUMBING FIXTURES • Descale on all fixtures	
<u>BI-MONTHLY (*)</u>	
1 FLOOR: NON-CARPET ( task on alternating months) • Wet Clean and Spray Buff <sup>1</sup> • Machine Scrub and Spray Buff <sup>1</sup> 1= Spray Buff on approved surfaces.	
2 MISC: TRASH • Wash wastebaskets	

\*=Replaces one scheduled service with an annual service. Special note: All surfaces shall be sanitized with a disinfectant.

**EXAMPLE OF MINIMUM PERIODIC CLEANING SCHEDULE**

COLOR ID.	DESCRIPTION OF SERVICE
	CARPET- Quarterly service Clean by extraction, agitation and shampoo.
	CARPET- Annual Clean by extraction, agitation and shampoo.
	NON- CARPET- Bi Monthly Wet Clean and Spray Buff
	NON- CARPET- Bi Monthly Machine Scrub and Spray Buff
	NON- CARPET- Semi-Annual Strip and Refinish Floor
	NON – CARPET- Annual Strip and Refinish Floor

**2014 CALENDAR**

**JANUARY**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FEBRUARY**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

**MARCH**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**APRIL**

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**MAY**

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**JUNE**

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**JULY**

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**AUGUST**

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**SEPTEMBER**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**OCTOBER**

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**NOVEMBER**

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**DECEMBER**

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



## ATTACHMENT D

### HIPAA RULES

#### BUSINESS ASSOCIATE ADDENDUM

#### DEFINITIONS

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

##### **Business Associate agrees to:**

2.1 not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

2.5 in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

2.7 make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

2.8 make its internal practices, books, and records available to the Covered Entity or the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

#### **PERMITTED USES AND DISCLOSURES BY ASSOCIATE**

3.1 Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

#### **SPECIFIC USE AND DISCLOSURE PROVISIONS**

4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### **OBLIGATIONS OF COVERED ENTITY**

5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

#### **PERMISSIBLE REQUESTS BY COVERED ENTITY**

6.1 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

#### **TERM**

7.1 *Term.* The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

## **MISCELLANEOUS**

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

## **SECURITY RULE REQUIREMENTS**

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

## **TERMINATION**

10.1 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.



## **EFFECT OF TERMINATION**

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination; and

return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

## **NOTIFICATION OF BREACH**

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

**PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.**

13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

13.2. Section 13.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.
- (f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).