

Pursuant to a Proprietary Information Disclosure Form, the following pages have been redacted from this document.

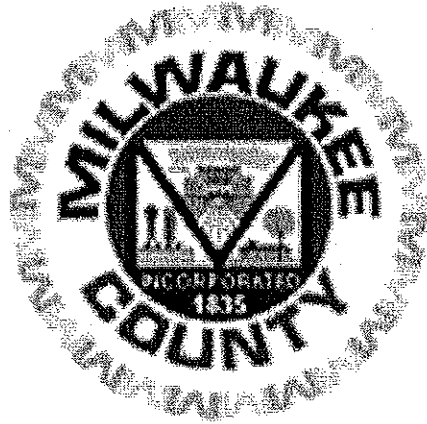
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**COPY**



**Milwaukee County  
Housekeeping & Janitorial  
TECHNICAL PROPOSAL  
GROUPS 1-4**

**Response to RFP #9814001  
September 29, 2014**





## **CleanPower Technical Proposal Contents - RFP # 9814001**

Cover Letter

Cover Sheet for Technical Proposal (Attachment G)

Addendum #1 Acknowledgement

### **Proposer Information and Background Response**

1. General Overview and History
2. Primary Contact
3. Management Systems

### **Prior Experience/Past Performance**

4. Qualifications and Experience
5. Contracting/Subcontracting Experience and DBE Plan
6. Litigation and Disputes
7. Cost Reduction Efforts
8. Healthy, Safe Strategies

### **Quality Assurance/Customer Service**

9. Certifications
10. Staff Training and Development
  - Before Job Placement
  - On The Job Training
  - Ongoing Training
  - Management Training
11. Monitoring and Reporting Capabilities
12. Customer Service
  - Quality Assurance
  - Security – Site Security, Uniform/ID Standards, Background Checks
13. Service Requests
14. Sustainability
15. Contingency Planning
16. HR Workforce Metrics

### **Location Work Plan**

17. Organizational Charts and Job Descriptions
18. Restroom Care
19. Transition
  - Transition and Implementation
  - Staffing Plans
  - Equipment and Supplies
20. Site Specific Scope of Work

### **References**

### **Sample Contract Verbiage**

### **Attachments**

- Vendor Information Sheet (Attachment B)
- Insurance and Indemnity Acknowledgement Form (Attachment D)
- Conflict of Interest Stipulation (Attachment E)
- Sworn Statement of Proposer (Attachment F)
- EEOC Compliance (Attachment I)
- Certification Regarding Debarment and Suspension (Attachment J)
- Proprietary Information Disclosure Form (Attachment K)
- Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Attachment C)
- Proposal Submission(s) Form (Attachment L)





**Caring For The Workplace**

September 29, 2014  
Celebrating 45 Years of Service

Ms. Stephanie Gulizia  
Department of Administrative Services  
Procurement Division  
901 N 9th Street Room 308  
Milwaukee, WI 53233

Dear Ms. Gulizia,

I am familiar with the *Request for Proposal for Housekeeping and Janitorial Services #9814001* set forth by Milwaukee County and I am duly authorized for submitting the attached Technical Response Groups 1-4 and separate Cost Proposals for each of the Groups 1-4, which, to the best of my knowledge, is a true and complete representation of the requested materials.

**Disadvantaged Business Enterprise Participation:** CleanPower understands the County's commitment to helping Disadvantaged Business Enterprises (DBEs) grow and prosper. We have been working with Clean Rite Supply for the past 5 years and would continue to have them provide us with our cleaning supplies and disposables. We have also identified two other DBEs The Nisha Group and Legacy Building Maintenance and would look for them to provide janitorial services at some of the facilities if we were awarded contracts for those applicable groups. We look to have successful working relationships with these DBEs and would plan to implement our DBE Mentoring program (if mutually desired) and look for the relationship to grow with future business opportunities. Working with all of these companies CleanPower is able to achieve the 13.5% DBE participation goal and have historically exceeded the set goal in our existing business with Milwaukee County. Information on our DBE specifics can be found in the Experience tab under Request 5 (Subcontracting Experience), along with the required participation forms in the Cost Proposal.

**Familiarity with Cleaning County Facilities:** CleanPower has worked with the Department of Health and Human Services for the past 5 years at the Psychiatric Hospital and the Detention Center and have provided consistency overseeing these accounts during our entire time of service. We are proud of our working relationship with the county and are very familiar with the government expectations and requirements of these unique facilities. With our depth of resources, layers of management, available workforce and flexibility we are uniquely positioned to service all the County's facilities. Additionally we have the infrastructure to handle the startup costs and labor for multiple facilities, in the short time span outlined in the RFP.

**High Caliber Employees -** Our aggressive interviewing process allows us to hire the right people, who will come to work every day. CleanPower has a number of clients who require a high level of security in their facilities either due to their own internal processes or governmental regulations. Our Human Resources team has processes in place and is experienced in completing additional background requirements. More information on our hiring practices and background screenings, including E-Verify, can be found in the Customer Service tab under Request 12 (Security and Background Checks).

(continued)



**Caring For The Workplace**

**Green Cleaning Capabilities** - CleanPower is a certified leader in green. Wherever possible, we choose products and equipment with chemical formulas, packaging and dispensing systems that are designed to reduce their environmental impact. We are an undisputed leader in janitorial sustainability and have received third-party accreditation for our practices:

- In December 2009, CleanPower became the first building service contractor in Wisconsin to be certified with honors in the prestigious Cleaning Industry Management Standard – Green Building (CIMS-GB). In 2012 we successfully recertified with honors.
- CleanPower was the first company in the United States to earn Green Seal's Environmental Standard for Cleaning Services (GS-42) for reduced toxicity, waste, and exposure. CleanPower held this certification from 2007-2008, but found it cost prohibitive to recertify.
- In July 2009, CleanPower earned Wisconsin's first GREENGUARD Indoor Air Quality Certification® for our cleaning program

More information on our Environmental Stewardship efforts can be found in the Customer Service tab under Request 9 (Certifications), Request 14 (Sustainability) and under the Work Plan tab under Request 19 (Equipment and Supplies).

**Local Management and Depth of Resources**– CleanPower has the capabilities to start-up all these facilities within in your timeframe as stated in this RFP. Headquartered in Milwaukee, we have an unmatched local management team that has already been through your facilities. With our existing knowledge and familiarity with the County's situation and requirements we can ensure the quality you desire and will continue to grow our partnership with you and our DBEs. Additional information on our start-up experience and recent customer testimonial regarding our capabilities can be found in the Experience tab under Request 4 (Qualifications and Experience). Detailed information on our implementation plan including the ability to start all 10 facilities can be found in the Work Plan tab under Request 19 (Transition).

Sincerely,

Authorized Signature: \_\_\_\_\_ Date: 9-29-14

Printed Name: Trisha Didion Title: Business Development Manager

Vendor Name: CleanPower

**COVER SHEET FOR  
TECHNICAL PROPOSAL**  
**(Sign and Submit with Technical Proposal)**

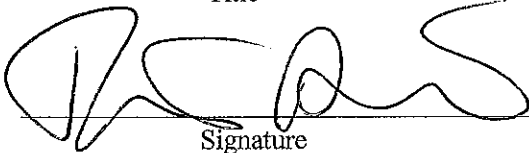
In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services

Clean Power, LLC - Trisha Didion  
Vendor's Name

Business Development Manager  
Title

  
Signature

September 29, 2014  
Date







Milwaukee County

ADDENDUM # 1 to  
Request for Proposals

Housekeeping and Janitorial Services

RFP #98140001

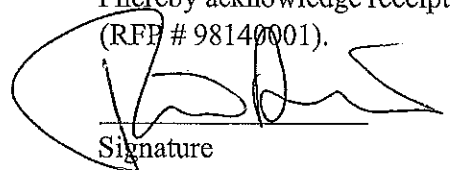
Addendum Issue Date: September 22, 2014

This Addendum to the Request for Proposal (RFP) is issued to modify, explain or correct the original documents, dated August 11, 2014, and is hereby made part of the RFP. Acknowledge receipt of this Addendum by signing the bottom of this notice and including it in the proposal or your proposal may be rejected.

Numerous companies and individuals have contacted Milwaukee County asking if they may submit a proposal in response to the RFP even though they were not in attendance at the mandatory pre-proposal conference on Monday, August 25 at 10:00 a.m. Although such parties may submit a proposal in response to the RFP, such proposals may be disqualified from consideration if the proposer had no representative present at the mandatory pre-proposal conference.

\*\*\*\*\*

I hereby acknowledge receipt of Addendum # 1 to the Housekeeping and Janitorial Services RFP (RFP # 98140001).



Signature

Tristia Didion  
Printed Name

CleanPower  
Company Name

9-29-14  
Date

## PROPOSER INFORMATION AND BACKGROUND

### **Request 01: General Overview and History**

CleanPower was started in 1969 in Milwaukee as Wisconsin's first carpet cleaning company servicing only business clients. Within a few years, CleanPower shifted our efforts to provide an array of janitorial services, resulting in the full service janitorial contractor we are today.

In November of 2000, CleanPower merged with Marsden Building Maintenance, founded in 1952, out of St. Paul, Minnesota. Today, Marsden Services is a privately-held company that provides commercial cleaning and building services across the nation through their affiliated companies.

In 2007, CleanPower acquired Sun Cleaning Group, adding talent, resources, new market areas and expanded specialty services offerings to the organization's existing strengths.

In 2008, CleanPower acquired Al's Window Cleaning as a wholly owned subsidiary. Locally owned and operated since 1957, Al's is the largest window cleaning company in Wisconsin, serving commercial, institutional and residential clients.

Dedicated employees, loyal customers, and strong systems have enabled CleanPower to expand over the years. We started in new areas based on recommendations from our current customers, and then built a local reputation that allowed us to grow – across Wisconsin and into Illinois. We are proud that our excellent customer service motivated our customers to entrust us with their multi-state locations and that these relationships have fostered our growth.

As part of Marsden Services, CleanPower is one of the leading cleaning contractors in the nation. With more than 3,000 employees (approximately 350 full-time), CleanPower remains privately owned and locally managed, able to provide services on a regional basis for our customers with multi-state locations. CleanPower is a wholly owned subsidiary of Marsden Services and operates as a Limited Liability Company. Marsden was registered in the state of Delaware in 2002. The Marsden family of companies employs approximately 8,500 people primarily in Wisconsin, Arizona, California, Florida, Minnesota, Ohio, Texas, and Washington.

## Request 02: Primary Contact



Mark Wartgow, who operates out of CleanPower's Corporate Office at 124 North 121<sup>st</sup> Street, Milwaukee, WI 53226, would be the primary end contact for these Milwaukee County facilities. Mark is the Milwaukee North Branch Manager and is ultimately responsible for CleanPower's operations and customer service in the Milwaukee North area.

Mark has been with CleanPower for more than fifteen years and has extensive management and leadership experience. Mark has earned the Registered Building Service Manager designation and has received certification on Commercial Carpet Maintenance through the Inspection Cleaning and Restoration Certification Program (IICRC). CleanPower has held several government contracts under Mark's direction including public and high security facilities such as FAA and HIDTA. Prior to joining CleanPower's team in 1999, Mark previously was the General Manager for a local restaurant for more than 10 years.

Mark will work closely with Senior Area Manager Mike Johnstone and other North Branch Area and Account Managers to ensure our service exceeds your expectations. Other Managers reporting to Mark on this contract include Brenda Heim. Brenda has been with CleanPower for more than sixteen years, holding various Supervisory and Account/Area Management positions before being promoted to her current role as District Manager. Brenda has worked extensively with our current work for Milwaukee County at Behavioral Health and our service to Waukesha County.

With our Management Team's incredible length of service record, CleanPower offers the County stable leadership. Our primary contacts typically remain with the account for the length of the contract. If a change is necessary due to organizational change or customer request, CleanPower's deep levels of management, cross-training efforts, and Career Path Program allows for these changes without service disruption.

CleanPower's Career Path Team looks to fast track employees who show the ability and desire to accept more responsibility within our organization. By creating job descriptions for every level, and setting criteria to identify the necessary skills to succeed, we can make these promotions a reality. We have also developed job-related testing and compared these results to a "talent standard" set by our current Managers.

Our current ranks, from Supervisors and Managers all the way to Vice President positions, are a true reflection of our ability to recognize proficiency and promote within our staff. After identification, the key to advancing from part-time general cleaning jobs to successful full-time careers is through training. Our Career Path Team provides a focused avenue to train and expose promising employees to the next level of customer service and problem solving. Shadowing, outsourced classroom time and situational exercises help us analyze the decision-making abilities of the candidates. CleanPower is able to "clone our successes" and as a result, new challenges through our growth are conquered by experienced Managers and new, eager to perform Trainers.

The rewarding benefit to interval development and promotion is retaining those team members who have made us a better service organization. We hope to perpetuate, with every new member, our ability to continue to provide consistent and ever-improving service.

### **Request 03: Appropriate Management Systems and Organizational Change**

CleanPower's commitment to developing a professional Management Team means you deal with the people who can directly make a difference. Our depth of Management creates a strong system of checks and balances to ensure nothing falls between the cracks. This allows for relationships to form on multiple levels while maintaining a convenient single point of contact with the Manager directly responsible for your accounts.

Our multiple levels of Management provide a comprehensive team dedicated to ensuring that our customers receive high quality service customized specifically to the ebb and flow of their facilities. Our encompassing structure adds stability and resources resulting in low employee turnover, increased customer survey ratings and cleaner buildings. We have cross trained our Management Team and documented our processes and procedures to prevent service lapses in case of loss of a key member of management. In addition, our Career Path Program (highlighted in Request 2) helps ensure trained staff is always ready to step into place to serve our customers.

CleanPower has a business continuity plan in place to prevent business and service disruption. All of our customer information is stored electronically, with daily back up that is kept off-site. In the event we are not able to access our office, we can still access our data through either our VPN or back-up system. Our main phone lines can be forwarded to one of our branch offices, and our management team is equipped with smartphones, tablets, and laptops, allowing us to remain in contact with our customers and employees. Since most of our work is performed at our client locations, these business continuity provisions will prevent business disruption in case our office is inaccessible.

Additionally, we have company guidelines specifying that no more than two members of the Senior Management Team may fly together, and no more than four members of our Operational Management Team may fly together. Again, our cross training and documented processes and procedures will prevent service lapses in case of loss of a key member of management.

Lastly, CleanPower has a succession plan in line with that of our parent company, and we are committed to Strategic Planning. We have found the process strengthens our company at all levels and exposes more of our Management Team to our long-term goals.



## PRIOR EXPERIENCE/PAST PERFORMANCE

### Request 04: Qualifications and Experience

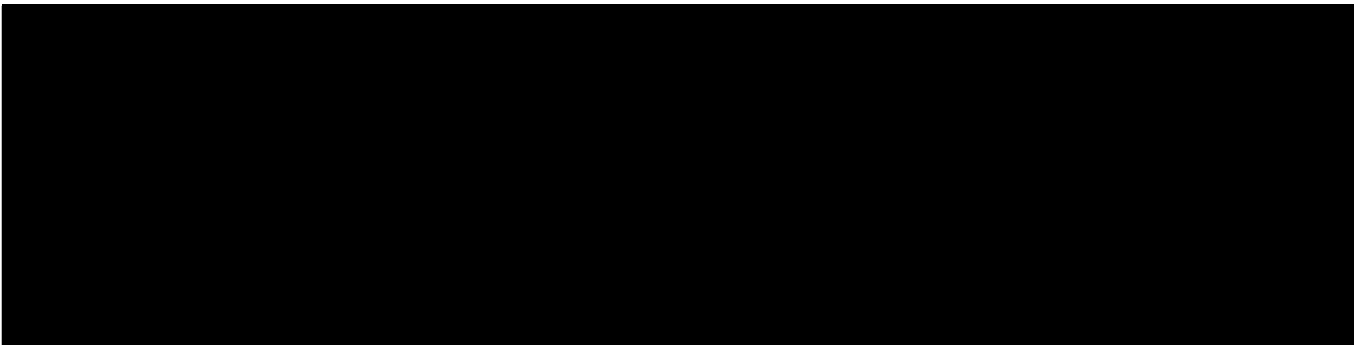
As Wisconsin's leading cleaning contractor, CleanPower employs more than 1,500 employees in the Metro-Milwaukee area. With these resources, we are able to manage and staff your facilities within your timeframe. A Thorough Implementation Plan that covers all facilities (see Request 19) will be prepared shared with you to ensure clear communication of responsibilities. CleanPower is submitting pricing for all four groups and we are capable of starting service to these 10 facilities with the award notice listed in the RFP. Our accounts range in size from ten thousand to two million square feet, with an average of around 60,000 square feet.

CleanPower has held the top spot on the Milwaukee Business Journal's Book of Lists for Largest Building Maintenance Firms since 1999. CleanPower takes a professional and organized approach to cleaning, which can be hard to translate onto paper. Our satisfied clients will attest to the commitment we make, not just in the beginning, but also over time, to keep your cleaning at the level it should be at. CleanPower has abundant local resources, with the infrastructure to easily support additional facilities.

With daily cleaning of more than 42 million square feet statewide, CleanPower generated \$41.8 million in annual revenue in 2013 and has a solid Dun & Bradstreet rating of 1R2. CleanPower is part of the Marsden Services family, which is comprised of wholly-owned subsidiary companies totaling more than \$220 million in annual revenue, employs more than 8,500 employees nationwide, and was founded in 1952. Marsden is recognized as one of the largest privately-owned, facility services providers in the United States.

CleanPower has the ability and resources to respond quickly to additional service requests with adequate supplies and qualified personnel. A few years ago, for example, took on additional short term contracts with Waukesha County for their high security facilities (the Mental Health Center, Law Enforcement Center/Jail, and Communications Center) requiring specialized personnel when the County needed to replace the existing contractor prior to the upcoming scheduled RFP process. Our customer at Waukesha County knew that we could be relied upon and get the job done. We did and as a result we were pleased to be awarded their entire portfolio during that RFP process. Contact information regarding our service with Waukesha County can be found in the References Tab.

Within the past month, a local competitor filed for bankruptcy and walked away from entire portfolios of locations. CleanPower was able to quickly assess the facilities and start service for two different customers, adding more than 100 branch banks across the state within a week of notice. Listed below is the contact information for these portfolios, as well as a letter commending our start-up response.





### **Request 05: Contracting and Subcontracting Experience**

CleanPower is capable of self-performing all of the services required by this RFP, including daily and periodic maintenance to the travertine marble in the courthouse along with all of the interior glass cleaning. CleanPower plans to outsource a portion of the contract to meet the County's DBE goal, and as the incumbent in other Milwaukee County facilities (Behavioral Health, Psychiatric Hospital, and Juvenile Detention Center) we have consistently exceeded this goal. Our formal DBE mentoring plan can be found on the following pages, and specific information on the DBEs we have chosen to work with is included in our Cost Proposal. CleanPower has submitted pricing for all four groups, and will exceed the 13.5% DBE goal set by the County in each group.

Should a situation arise outside of CleanPower's core competency (such as fire damage or dirty water flooding) we have trusted partnerships with local companies that we have worked with at other customer locations and would recommend to the County.

## **Request 06: Litigation and Disputes**

Neither currently, nor in the past three years, has CleanPower been involved in any litigation or disputes that would affect our financial viability or ability to perform services requested within this RFP. CleanPower has been party to no allegations of fraud, nor any disputes with governmental or public entities involving subcontractors currently under our oversight. CleanPower has never been barred from doing business with any governmental agency and is successfully providing service to multiple county, state, and federal entities.

CleanPower was issued OSHA violations on October 15, 2012 following an incident with our Specialty Crew performing a customer-requested, non-routine paint removal job with undiluted Saf-T-Clean 2-butoxyethanol liquid and inadequate protective ventilation. All violations were abated.

The OSHA claim happened April 2012 in Tomahawk, WI. We do not work directly with the residing customer at that location, but with a 3<sup>rd</sup> party vendor. In this arrangement the 3<sup>rd</sup> party vendor provides chemicals specifically for use at this facility. On the day of this incident, the 3<sup>rd</sup> party vendor supplied the onsite CleanPower employees with a chemical and instructed our crew on how to use the chemical to clean a particular area. The manner in which our staff was instructed to use the chemical was incorrect and our crew was not provided a MSDS (now SDS) for that chemical. Upon using the chemical as instructed, there was inadequate ventilation and our employees were treated for inhalation of fumes. There were no serious injuries. Both our customer and CleanPower were cited by OSHA for the incident.

CleanPower cooperated fully with OSHA in this matter. Since this incident we have updated our employee handbook to add stronger verbiage and review this in our orientation emphasizing to our employees the need to say "no" when they feel safety could be an issue. Employees are instructed to contact their manager regarding any customer requests outside of typical duties and/or supplies and they should not be using any chemicals unless they have been properly trained by their managers to ensure proper usage and Safety Data Sheet access.

## **Request 07: Cost Reduction Efforts**

CleanPower uses detailed, proprietary work-loading software that has been fine-tuned over the last 20 years. We consider factors such as: specifications, total square feet, number of restrooms and restroom fixtures, flooring types, unusual surfaces, usage of space (patient exam vs. operating, office vs. break, public vs. private use), number of flights of stairs, amount of glass doors, etc. We also cross reference our results to standard benchmarks including ISSA's cleaning times, BSCAI standards and the APPA Custodial Staffing guideline. Once we have determined overall labor, we then create the job responsibilities for each employee based on the work-loading results.

As with any janitorial contractor, direct labor makes up almost 85% of our costs, meaning that the only way to provide price reductions is through more effective use of labor. Our plan to do this includes:

- Continual assessment of current equipment on-site and new equipment entering the marketplace. We are already utilizing high productivity equipment such as Kaivac Restroom cleaning systems, auto-scrubbers, and backpack and wide-area vacuums where feasible, and our team is always on the lookout for new innovations.
- Job analysis, routing and best practices. Our Management team continually monitors the crew and discusses with them what tools we can provide to help them do their job more efficiently and effectively. Along with monitoring automated timekeeping reports showing labor within the facility, periodic reviews of how the crews are actually moving through the building and changes in building usage or density can sometimes result in labor savings.
- Highest and best use of resources. Every workplace is dynamic, and as your needs change we will work closely with your facilities team to allocate labor resources where they will provide the highest return on investment.

CleanPower offers the lowest possible cost upfront with our initial overall plan to clean your facilities efficiently and effectively, but we also plan to adapt and assign our resources appropriately as we learn the ebb and flow of staff and visitor traffic on site. In addition to our regular inspection process, our bi-annual service reviews take an in-depth look at our service to your facilities and can highlight areas where more efficient equipment, routing, and cleaning processes could be used. If it is determined that budget cuts are required, CleanPower has worked with other customers to mutually modify specifications and frequencies to reallocate labor to the highest areas of need. In sites with large office spaces we have had success with centralized trash programs along with reducing desk-side recycling pickup to three times-per-week. Flexibility and creativity will play key roles in creating a true partnership delivering the highest quality cleaning at the best value.

## **Request 08: Strategies To Provide Clean, Healthy, and Safe Work Environment**

As a current service provider to Milwaukee County we have established our ability to meet the County's needs. We believe the keys to our success have been high caliber employees, open communication, a management team committed to service and proven processes to deliver quality results. From our Standard Operating Procedure (SOP) and safety training to our environmentally certified cleaning products and processes, CleanPower works to provide the safest and healthiest workplaces for your employees and ours.

CleanPower is sensitive to the impact our processes have on Indoor Air Quality along with the overall health and safety of your workforce, as well as ours. Cost plays a secondary role to the effectiveness and efficiency of the product when choosing our chemicals and equipment. We understand the nature of your facilities and the sustainable objectives the County has outlined and can readily comply with your requirements. The chemicals we use are environmentally friendly, with low VOCs. To further decrease the release of irritants we do not mix any chemicals with hot water. Additionally, we are able to avoid use of any chemicals in areas where people with multi-chemical sensitivity work. Whenever possible, we use Green Seal 37 approved chemicals, as well as Carpet and Rug Institute Green Label/Seal of Approval equipment including HEPA-level filtration vacuums.

CleanPower is constantly testing new equipment and technology to improve IAQ at our clients' facilities. We continually work with our suppliers to evaluate new equipment and have spent significant money upgrading our machines. Our current vacuuming equipment provides hospital-grade filtration, in addition to being certified "green label" by the Carpet and Rug Institute. CleanPower uses an upright CFR extractor to provide superior, low-moisture solution and recovery atomization to control moisture in the upholstery cleaning process. Allergens, mold and mildew are greatly reduced, resulting in improved indoor air quality (IAQ), healthier buildings and building occupants.

CleanPower uses only properly trained and equipped personnel to clean accident sites. Proper solvents and cleaning materials are used in order to prevent spreading of blood-borne pathogens. All waste is properly disposed of in accordance with OSHA and DOT requirements. Only CleanPower employees who have completed Universal Precautions and Exposure Control Plan Training may clean contaminated spills or remove contaminated waste.

Additionally, we are familiar with the background check standards required and have successfully provided a quality workforce at other government facilities. Our industry is flooded with competition that use illegal workforces to control their costs. We continue to educate our clients on their own liability in these instances and encourage our prospective customers to require the E-Verify system for background checks.



## Request 09: Certifications

### Cleaning Industry Management Standard – Green Building (CIMS-GB)



In December 2009, CleanPower achieved a significant industry milestone by becoming the first building service contractor in Wisconsin to be certified with honors in the prestigious Cleaning Industry Management Standard – Green Building (CIMS-GB). In 2012, we successfully went through the audit process again and were re-certified with honors. We are embarking on our 2<sup>nd</sup> re-certification at this time.

The CIMS assessment program was established by ISSA (the Worldwide Cleaning Association) to provide a certification process for the janitorial industry, and has been likened to ISO certification for the cleaning industry. In general, CIMS sets forth a management framework designed to assist building service contractors develop quality, customer-centered organizations based on universally-accepted principles that have proven to be the hallmarks of well-managed, successful cleaning operations.

The CIMS assessment covers five areas of best management practices: Quality Systems, Service Delivery, Human Resources, Health/Safety and Environmental Stewardship, and Management Commitment. It also includes the optional Green Building management practices. CIMS is effective because it is based on universally accepted management principles and applies these elements to an entire organization—rather than to an individual, product or process.

To achieve certification, CleanPower was assessed by an ISSA qualified 3rd party auditor. The auditor spent several days reviewing CleanPower's information, interviewing our employees and clients, validating documentation and visiting job sites. CleanPower is proud to be the first Wisconsin contractor to earn the GB criteria, and also to have earned the designation with honors. In order to certify with honors a company must achieve 100% of the required elements in each of the five areas, and at least 85% of the recommended items.

### GREENGUARD Certification



CleanPower is proud to have earned Wisconsin's first GREENGUARD Indoor Air Quality Certification® for our cleaning program at the Wisconsin Energy Conservation Corporation (WECC) location in Madison. We have additionally implemented this program into other customer locations.

JohnsonDiversey (Now Sealed Air) was the first to offer a GREENGUARD indoor air quality certified cleaning system, through their Healthy High Performance Cleaning (HHPC) program. Because customers consider indoor air quality to be one of the most important environmental issues, JohnsonDiversey asked GREENGUARD to evaluate their HHPC program as a bundled strategy using the organization's stringent Children and Schools certification criteria to measure its effect on indoor air quality.

The GREENGUARD Indoor Air Quality Certification Program is an industry-independent, third-party testing program for low-emitting products and materials. The GREENGUARD Environmental Institute, which oversees GREENGUARD, was founded to establish a true third-party product certification program based on proven emissions standards and to provide specifying and procurement professionals with a resource for low emitting products. We are pleased to have such wonderful partnerships with the Wisconsin Energy Conservation Corporation, JohnsonDiversey, and GREENGUARD.

## Green Seal 42 Certification (October 2007-2008)

CleanPower was the first company in the United States to earn Green Seal's Environmental Standard for Cleaning Services for reduced toxicity, waste, and exposure. This standard, known as GS 42, encompasses all indoor activities typically required to clean commercial, public, and industrial buildings and defines an environmentally responsible cleaning service. Green Seal is an independent non-profit organization dedicated to safeguarding the environment. They developed the standard to provide a clear, reliable tool for purchasers to determine which services are environmentally responsible as well as a market incentive to building service contractors to offer environmentally responsible cleaning services.



The goal of the standard is to establish a green cleaning program that protects human health and the environment. The standard specifies green chemicals, supplies and equipment as well as cleaning procedures and mandates employee training and communication with building owners and occupants. It requires that a building-specific Green Cleaning Plan be implemented. CleanPower held this certification from 2007-2008.

## Institute of Inspection, Cleaning, and Restoration Certification

The Institute of Inspection, Cleaning, and Restoration Certification, IICRC, is the cleaning, restoration, and carpet inspection industry's certification and standard setting body. CleanPower is an IICRC certified firm, and we provide carpet cleaning training and certification by bringing in IICRC certified trainers to train our Managers and Staff.



CleanPower holds certification from the IICRC in:

- Upholstery
- Commercial Carpet Technicians
- Hard Surface Floors

## Registered Building Service Manager (RBSM) Designation Training.

Each year CleanPower sponsors a professional development program to prepare our Managers for the requirements of RBSM designation. One of our trade associations, the Building Service Contractors Association International (BSCAI), grants this certification. Each member of CleanPower's Management Team currently holds the RBSM designation, or is in the training program preparing to earn the designation. The program provides thorough training in topics such as: Motivation and training, Human Resource issues, Quality Control, Workloading, Safety and Security, Hard-Surface Floor Care and Carpet Maintenance. Of the BSCAI's 2,500 worldwide company members, less than 400 of them have employees who have met the stringent criteria, passed the eight-hour examination, and currently hold the Registered Building Service Manager designation.



## **Request 11: Monitoring and Reporting Capabilities**

CleanPower's communication and reporting systems facilitate rapid and effective exchanges of information. Some of our communication tools include:

- Regular visits with our customers and bi-annual service reviews.
- Customer surveys sent to our clients.
- Building Service Plan Books and Activity Log Books clearly outlining contact information, job responsibilities and our emergency procedures.
- Quality assurance inspection surveys conducted to pro-actively identify and communicate any areas needing improvement to our staff. QA inspections can be performed on our Management Team's smartphones and this electronic collection of data helps illustrate recurring patterns or troublesome areas.

CleanPower's eHub web portal can be accessed to request special services, check periodic maintenance schedule, or look up site specific documentation like training checklists and cleaning frequencies. There is an application available for smartphones allowing easy access for both our customers and our Management Team. The system automatically contact the Manager whenever a request is issued. The system also provide us with measurable performance indicators showing trends and providing benchmark data, such as response time and type/frequency of concern to judge future performance against.

### **TEAM – Web-based Telephone Timekeeping**

At any moment we know your sites are staffed (or not).

- Our cleaners call in/out at the worksite for accurate timekeeping.
- The system sends an alert to the appropriate Manager within 5 minutes if we do not receive a call on by a specified time.
- Caller ID matching confirms that our cleaner is calling from the authorized onsite phone.
- A web access portal allows our managers to verify proper ins and outs.
- Actual labor gets compared to budgets to ensure proper service.
- Data from call on/off efficiently feeds into payroll check processing.

As with any Building Service Contractor, labor is our largest expense. We use TEAM time-keeping to track our labor. Budgets based on labor hours and rates of pay are entered in the TEAM from our Operations/Costing Sheets, and our Managers review their accounts on a daily basis. They are able to access the information on-line from any computer as well as from their company issued smart phones. Our entire Management team is also able to review this labor information, and is able to easily create reports that show sites where we are a specified percent above or below budget. This allows us to implement changes quickly to adjust hours to bring the costs in line as required, or to look at offering cost savings to our clients if we are too far under budget when cleaning to specifications is being completed.



## **Request 12: Customer Service**

### Quality Assurance

Our on-site Supervisors and Account Managers take informal Quality Assurance Inspections regularly and follow up immediately with the crew helping everyone know what is successful and what needs improvement. CleanPower's Management Team also completes a more formal inspection, incorporating the Supervisor's observations where applicable. Our QA Inspections are conducted electronically on Managers' smartphones and tablets and the results are uploaded to our eHub web portal for mutual access between customers and our staff.

This tool is designed as a positive reinforcement for good work and a planning/ communications tool to rectify mistakes. We are able to reinforce the acceptable work being done and also comment on it if appropriate. For work graded as "poor" we note appropriate comments and deal with situations that may require additional training, equipment or supervision.

This process allows us to take a pro-active management role in our delivery of services. Early identification of concerns, problems and opportunities enables us to take control of the situation by development and implementation of an appropriate action plan.

Benefits to our clients include:

- Cleaner buildings
- Fewer complaints
- Improved communications between Crews, Supervisors, Managers and Clients.

We gain the benefit of managing our services rather than waiting for our clients and building tenants to manage us by complaining.

Although formal, graded inspections are used as mandatory part of the contract with several of our government customers, we would extend invitations to all our customers to join us for our regular inspections. Our Customers' input is invaluable in developing a long-term business relationship, which helps us meet and exceed your high expectations.

CleanPower's goal is to provide a consistently clean working environment for our clients. Along with our Quality Assurance Inspections, we have the following systems in place to ensure that regular communication regarding our service occurs:

- Department Head Visits - CleanPower's Managers visit key people on a regular schedule to check on any special needs they may have. The Managers are also available to respond immediately to any special concerns that may arise.
- Surveys - CleanPower currently has survey programs in place with several customers. We can tailor this program to meet customized needs; for example, we could adjust the frequency and survey just Department Heads or all employees.
- Customer Service Reviews - Our Branch Vice Presidents meet semi-annually with our clients for a formal review of our services. At this meeting we look at the bigger picture items and ensure we continue to move in the right direction.

## Customer's Security:

CleanPower uses progressive building shutdowns and team cleaning systems to more effectively monitor and manage our employees. Our crews are trained to notify their Supervisors and/or Managers of anything that is damaged, suspicious or out of place. We act as a secondary set of eyes for our clients and would plan to work closely with your security personnel.

The safety of our employees and the security of your facility is one of our utmost priorities. From monthly safety audits performed by our Area Managers to ongoing safety meetings with our staff, the theme of safety is kept in the forefront.

- Periodic retraining on safety procedures is scheduled through our Human Resources Department.
- Emergency telephone numbers and procedures are posted on-site.
- Keys and access cards are documented, audited, and secured daily. At larger facilities with multiple cleaners, we use lockboxes so Managers and Supervisors have keys to external entrances and meet cleaning staff at designated time and place. At the end of the shift keys are collected and verified against our documentation to be locked on site.



*Keys and access cards are secured in a lock box like this to keep items safe and on site.*

Uniform and Identification Standards - The image our employees present reflects on our image as well as yours, it is our expectation that our employees will take pride in making it a positive one. Visible identification cards are displayed on the uniform, and each card has the employee's photograph. CleanPower's Management continually monitors our staff to ensure compliance with uniform policies.



Employee Hiring Process - Our stringent employee background and E-Verify checks ensure we are hiring people who are eligible to work in the U.S., which reduces liability and risk to reputation for our customers. Background and employment reference checks are performed on all employees prior to placement and criminal background checks are redone annually on anniversary of hire date. More information on our hiring process is outlined on the following page.

## NEW HIRE INTERVIEW PROCESS:

- Applicants fill out online application
- Applicants are given a personal, face-to-face interview with a trained human resources professional
- Interview questions have been developed and standardized for each position.
- A thorough review of the completed application is conducted with the applicant. Particular attention is given to prior employment history, criminal convictions including any pending or open charges, the applicant's ability to perform the essential functions of the job, eligibility/authorization to work in the United States and the applicant's ability to understand the interview questions and articulate appropriate responses.

## OFFER PROCESS:

Applicants are extended job offers contingent on the following:

- In order to allow enough time to conduct the background checks and to determine the candidate's level of interest and commitment, applicants are scheduled to attend training classes within the next 3-5 business days.
- Criminal background checks are conducted on all applicants utilizing the Wisconsin Circuit Court Access (CCAP), the Milwaukee and Waukesha County Court Case System and appropriate city and municipal court records. **For applicants indicating employment or residence outside the State of Wisconsin, we utilize a nationwide public record access database.**



- Applicants are advised that they will need to bring documents to the training class certifying they are legally authorized to work in the United States. At the end of the training class, they are required to provide the necessary documents and complete the I-9 form along with other new hire paperwork.
- Social Security identification numbers are immediately verified through E-Verify, an internet-based system operated by the Department of Homeland Security in partnership with the Social Security Administration. It allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify is the best means available for determining employment eligibility of new hires and the validity of their Social Security Numbers.
- For management and office staff, we utilize a statewide criminal record check database.
- Driver record checks are completed for all positions where driving is a regular part of the job duties. Record rechecks are conducted on an annual basis for all drivers.
- Prior employment checks are conducted to verify information provided on the application along with reference information.
- Education verifications are conducted on all office and management staff; applicants are required to provide a copy of their diploma or official school transcripts.
- For certain positions based on the nature of the position and essential job functions, pre-employment drug screens and physicals are required.



### **Request 13: Service Requests**

Service requests are a normal aspect of our service. Customers are able to make special requests through multiple channels including phone calls, email, voicemail, our web portal or even a simple notation in the on-site logbook. CleanPower Supervisors are empowered to handle basic requests and respond accordingly, and are trained to contact their Managers when something beyond their training is requested.

CleanPower is pro-active to reduce concerns and note trouble spots before the client notices a concern. CleanPower's Management Team conducts comprehensive, computerized Quality Assurance Inspections at all customer locations, allowing us to identify areas in need of improvement and determine if employee retraining is required.

Our Area Managers conduct these regular Quality Assurance Inspections to monitor the overall cleanliness and specific cleaning tasks in all building areas. The information from these surveys is shared with the Crew to help them focus on details or to show them the results of good work. Our pro-active Managers visit regularly with the appropriate contact at each location to give and receive the feedback that is so crucial to helping us maintain a clean and orderly facility.

When customers have an issue or housekeeping request, they are immediately addressed via phone, voice mail, e-mail, work order system or any other method preferred by our customers.

1. After discussing the matter with the client to get the details, our Manager will rectify the situation with the Crew.
2. If there is an issue, the Manager will review it with the Supervisor and Crew and determine how to correct the deficiency permanently (i.e. retraining, new equipment, etc.).
3. The Manager then follows up with the customer the next day to ensure the concern or request has been resolved to his/her satisfaction.
4. To confirm our solution is a long-term one, the Manager checks on the item for the next several weeks.
5. Concerns are also tracked to determine any recurring items or patterns.

We have found that most complaints are a result of training needs. To circumvent this we provide a comprehensive initial training program and provide continual re-training through monthly crew meetings and our traveling trainers that follow-up to ensure our employees are complying with our Standard Operating Procedures and each site's specific requirements.

During normal business hours, emergency service requests can be directed to our Managers through their cell phone or our local Corporate office in Milwaukee. After hours or if your designated Manager is unavailable, a call to 1-866-249-1649 triggers our emergency contact system that results with a response from our office closest to your location. The Call Center utilizes a phone tree and will continue to call up the chain until a live person answers. Because each of our offices is fully equipped, we can respond to your emergency quickly. Whether caused by burst pipes or a sprinkler system malfunction, we have considerable experience with clean water flooding.

Not all emergencies are catastrophic. The announcement of a special event or an unexpected visit by an important client or dignitary on short notice may require a quick clean of reception areas. Our team can get in and out fast and help you give a good impression.

## **Request 14: Sustainability**

As covered in request 9, CleanPower has received third-party certification for our green cleaning standards. CleanPower was the first Cleaning Industry Management Standard-Green Building (CIMS-GB) certified building service contractor in Wisconsin through the ISSA and we earned the certification with honors. Certifications specify green chemicals, supplies and equipment as well as cleaning procedures and mandates employee training and communication with building owners and occupants. They require that a building-specific Green Cleaning Plan be implemented and require third party audits to be conducted to verify compliance.

The health of people and the environment require the bar be raised for cleaning products and methods. Green is not a passing trend but the new emerging standard. Wherever possible, we choose products and equipment with chemical formulas, packaging and dispensing systems that are designed reduce their environmental impact. CleanPower has already researched and adopted “green” chemicals in our standard methods. Whenever possible, we use Green Seal 37 certified chemicals, which are the most environmentally preferable products currently available. (Please note disinfectants cannot receive green ratings.) All Green Seal standards include performance requirements, for a product must first do its intended job before its environmental impacts are considered.

Our vacuum cleaners have been carefully selected to ensure a healthier indoor environment with improved IAQ and cleaner, longer-lasting carpet. All of our vacuums (the Windsor Sensor upright, the Pro-Team back pack vacuum and the battery-powered Tennant wide vacuum) have been awarded the Carpet and Rug Institute’s Green Label. To qualify, these vacuums passed a stringent testing process that measures soil removal, dust containment, and carpet appearance retention. We also use Tennant’s EcH2O and FaST autoscrubbing technologies for efficient cleaning with less chemical and water usage. More information on our specific cleaning supplies and equipment can be found in request 19.

We share in Milwaukee County’s commitment to sustainability with our green cleaning program which protects human health and the environment in your workplace.

## **Request 15: Contingency Planning**

Our effective contingency plans ensure that we have a consistent staff at your facility each day. Our strategies to manage employee retention, absenteeism and turnover include:

- **Maintaining a Substitute Workforce:** We have a staff of substitute employees (constituting approximately 15% of our workforce) who are not permanently assigned to any building. They work in specific areas and are assigned to a job site each day to fill in for any absent employees. Since our substitutes are assigned to one Area Manager and geographic area, they are familiar with the buildings in the area and can fill in without any drop in the level of service.
- **In-house Substitute Workforce:** At our larger accounts, our staff includes substitute employees who are permanently assigned to the building. They are cross-trained on all positions and assigned to a different cleaning run each day to fill in for any absent employees

Whenever CleanPower begins service to a new facility, we draw on additional labor from our existing employee base, along with various Managers and Trainers to ensure proper staffing levels if employees continue their employment and to get a jumpstart on cross-training efforts.

## **Request 16: Human Resources Workforce Metrics**

CleanPower encourages employee retention and it is measured and tracked by our HR representatives. Here are some of the ways in which we track employee engagement and productivity:

- Turnover rates – we break down our turnover data to look at correlations to determine solutions for specific staffing areas such as longer/shorter shifts, wages, changes in bus service, etc.
- OpenLine - an internet and telephone based confidential employee feedback system administered by an outside vendor.
- Safety Committee – CleanPower’s Safety Committee meets monthly to review injury reports and to develop additional training topics for monthly crew meetings and Management Operations meetings. Our company practice is to have one “Safety Captain” per every 100 employees to help ensure a safe workforce. Regular contests are held to foster discussion and new ideas on how to promote safe work practices.
- Accident Reporting - Our accident report was developed with our insurance broker to help determine the root cause of any accident, determine re-training needs and to prevent future occurrences. Third party audits of our practices by our insurance broker provide an additional level of scrutiny.
- Employee Communication – In addition to our monthly crew meetings, CleanPower can reach our employee base through our newsletter available on-line in the employee area on our website. Our automated time keeping system, TEAM, also has the capability to have employees hear special messages when they clock in/out.
- Employee Surveys - CleanPower values all feedback and solicits it through a variety of ways, including on-line surveys conducted by our Parent Company, Marsden Services. When surveys are returned they are reviewed with the Management Team and are followed up with as possible (employees have the option to remain anonymous, although most do not).



**Caring For Your Workplace**

September 29, 2014  
Our 45<sup>th</sup> Year of Service

## **SAMPLE - STANDARD CONTRACT VERBIAGE**

Pursuant to our recent conversation concerning the contract for the maintenance of CP Corporate Office, we submit the following proposal for your approval and acceptance on the listed terms and conditions.

**LOCATION:** This contract shall cover that portion of the buildings located at:

further described in the Cleaning Specifications.

**DUTIES:** Commencing on a date of convenience in 2015, we agree to perform the labor and work as specifically outlined in the enclosed Cleaning Specifications. Information based on current building population, density and usage.

**PERFORMANCE:** We will furnish at our expense all labor, supervision, materials, equipment, etc., necessary in the performance of this work in accordance with our bid with the inclusion of restroom supplies, plastic bags and other disposable supplies where indicated.

It is understood that we are independent labor contractors and all work performed by us is under our supervision, direction and control.

Should performance of this contract or any part thereof be prevented or delayed by reason of any cause beyond the control of the parties, including but not limited to strikes, riots, civil disorders, etc., the party so affected shall be excused from performance to the extent that it is so prevented or delayed.

**PERFORMANCE GUARANTEE:** CleanPower warrants that the Services provided will be performed with the degree of skill and care observed by nationally recognized firms performing the same or similar Services and that our performance will reflect our best professional knowledge, skill and judgment. CleanPower will use due care to avoid damage to property. Our work shall be performed or provided in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards. CleanPower will endeavor to keep client concerns to a minimum, and will respond to all concerns quickly and professionally.

**GOVERNING LAW:** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Wisconsin, without regard to the principles of conflicts of laws thereof.



**Caring For Your Workplace**

**ARBITRATION CLAUSE:** In the unlikely event a dispute, claim or controversy arises out of or relates to this Agreement, or the relationship which results from this Agreement, or the validity of this arbitration clause or entire agreement, it shall be resolved by arbitration held in Milwaukee under the then current Commercial Rules of the American Arbitration Association, using one arbitrator. The decision and award of the arbitrator shall be final and binding. Judgment upon award rendered may be entered in any court having jurisdiction.

**TERMINATION:** Client or contractor may terminate this agreement by a sixty- (60) day written notice for any reason.

**NOTICES:** All notices required under this agreement shall be made in writing and shall be deemed effective if delivered to the receiving party by hand on the date of personal delivery, on the fifth (5<sup>th</sup>) day after mailing if sent by mail, or on the date of facsimile transmission provided that the telephonic confirmation of receipt is obtained promptly after transmission and addressed to:

CleanPower at:

124 North 121<sup>st</sup> Street

Milwaukee, WI 53226

Attn: Barbara Whitstone

and to Customer at:

Attn:

**AMENDMENTS AND WAIVERS:** This Agreement may not be amended except by a written instrument signed by both parties. Unless otherwise stated herein, by an instrument in writing, either party may waive compliance by the other party with any term or provision of this Agreement; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. Any amendment or waiver on behalf of CleanPower will only be effective if signed by an officer or authorized representative of CleanPower.





**Caring For Your Workplace**

**CONSIDERATION:** For the services listed in the Cleaning Specifications, you agree to pay us the monthly sums as detailed below to be billed to you on the third of each calendar month, NET due upon receipt of our invoice.

<u>Services</u>	<u>Monthly Cost</u>	<u>Initial As Accepted</u>
Nightly General Cleaning	\$ _____	_____
Day Porter Service	\$ _____	_____
Floor and Carpet Maintenance Program	\$ _____	_____
Paper and Disposable Products	yes / no	_____

Pricing reflects no service on the observation of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Please note that this pricing based on issuance of our standard certificate of insurance. If special insurance requirements exist, such as waiver of subrogation, additional costs may be incurred. Currently the above referenced contract cleaning services are exempt from sales tax in the state of Wisconsin, except carpet cleaning. If said services become nonexempt in the future, the contract price agreed upon will be subject to sales tax, which will be billed to the customer in addition to the contract price.

Please note that the periodic Floor and Carpet Maintenance Program pricing is based on our ability to perform the work during our crews’ normally scheduled work shift. Please note that pricing reflects unrestricted access to all areas during our standard service hours of Monday-Friday, 6:00 p.m.-4:00 a.m. (excluding Window Cleaning.) Client restrictions to this time frame or limited availability to certain areas may result in additional labor and/or trip charge costs. If the work must be completed 3<sup>rd</sup> shift (any day), or on the weekends or holidays, the price may increase by up to 50% to cover wage incentives and overtime payroll expenses.

**PERIODIC FLOOR, CARPET AND UPHOLSTERY CARE:** The methods and materials employed by CleanPower will not cause any damage to any floor covering or furniture which is in satisfactory condition and free from defects at the time of the performance of its work by CleanPower. Accordingly, it will be conclusively presumed that any damage to any floor covering or furniture which may appear after or as a result of the performance of its work hereunder by CleanPower will be due solely to pre-existing defects in or other unsatisfactory conditions of the floor covering and furniture and CleanPower shall not be responsible for such damage, unless the same has been caused by the negligence of the employees of the Company.

It is the prime objective of CleanPower to obtain maximum quality results. However, certain conditions such as fading, wear, dry rot, animal, human and other stains and spots, moth damage and other types of damage, are sometimes present in floor coverings and upholstered furniture. These conditions cannot always be remedied and while CleanPower will endeavor, consistent with the preservation of the floor covering and/or furniture, to correct these conditions, it reserves the right, in its discretion, to determine the materials and methods to be used with respect to such conditions and no representations are made that the conditions will be remedied.



**Caring For Your Workplace**

**CONFIDENTIALITY:** "Confidential Information" is information that is not generally known and that is proprietary to CleanPower or that CleanPower is obligated to treat as proprietary. This Agreement, any proposals to Customer and related materials are Confidential Information. Release, duplication, disclosure, or use of Confidential Information (other than in connection with fulfilling the obligations of the parties under this Agreement) are not permitted unless authorized in writing by CleanPower. Customer recognizes and agrees that the unauthorized use or disclosure of Confidential Information by Customer would cause irreparable injury to CleanPower and would entitle CleanPower to seek immediate injunctive relief, in addition to any other rights and remedies available. The obligations in this Section will expressly survive the termination, cancellation, or expiration of this Agreement.

This contract is binding upon the heirs, administrators and assigns of both parties.

THIS CONTRACT IS APPROVED AND ACCEPTED IN ITS ENTIRETY.

**Clean Power, L.L.C.**

**Company**

By: \_\_\_\_\_  
Barbara Whitstone  
Senior VP of Business Operations

By: \_\_\_\_\_  
Customer Name  
Customer Title

DATE OF SERVICE START: \_\_\_\_\_

ATTACHMENT B

**VENDOR INFORMATION SHEET**

This form must be completed and submitted with proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: Clean Power, LLC

Vendor Address: 124 North 121st Street, Milwaukee, WI 53226

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: 414-302-3000 ext 140 FAX: 414-302-3015

E-mail: tdidion@cleanpower1.com

Vendor Response Prepared By: Trisha Didion, Business Development Executive

Signature: 

# Insurance and Indemnity Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

**Indemnity:**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

**Insurance:**

maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

**Exhibit A – Insurance**

Contractor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All autos	

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Clean Power, LLC - Trisha Didion

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Vendor's Name

Business Development Executive

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Title



---

Signature

September 29, 2014

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Date

# CONFLICT OF INTEREST STIPULATION

(Sign and Submit with Technical Proposal)

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the proposal. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES \_\_\_\_\_  
NO           X          

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME \_\_\_\_\_

COUNTY POSITION \_\_\_\_\_

BUSINESS RELATIONSHIP  
\_\_\_\_\_

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME Trisha Didion

AUTHORIZED SIGNATURE  \_\_\_\_\_

TITLE Business Development Executive

DATE September 29, 2014

# SWORN STATEMENT OF PROPOSER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at Milwaukee, Wisconsin,

City, State

On oath, depose and say I am the Business Development Executive

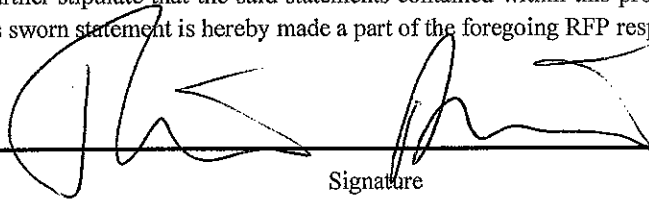
Official Title

Of the Proposer, Clean Power, LLC,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being proposed upon).
- I certify that all statements within this proposal are made on behalf of the Proposer, identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.



Signature

124 North 121st Street, Milwaukee, WI 53226

Legal Address

Subscribed and sworn to before me



This 29<sup>th</sup> day of September, 2014

Notary Public, Milwaukee County

State of Wisconsin

My commission expires 11-6-17.

# EEOC COMPLIANCE

(Sign and Submit with Technical Proposal)

YEAR 2014 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY  
CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

## **Non-Discrimination**

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

## **Affirmative Action Program**

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

## **Non-Segregated Facilities**

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

## **Subcontractors**

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.



**Reporting Requirement**

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

**Affirmative Action Plan**

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan, has been filed indicate where filed State of Wisconsin and the year covered Filed May 2014

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

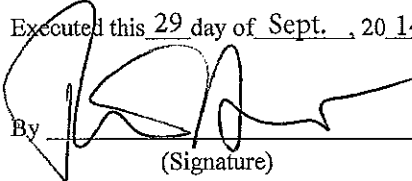
**Employees**

CONTRACTOR certifies that it has (No. of Employees) 1,100 employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) 3,050 employees in total.

**Compliance**

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

Executed this 29 day of Sept., 2014 by: Firm Name Clean Power, LLC

By  Address 124 North 121st Street  
(Signature)

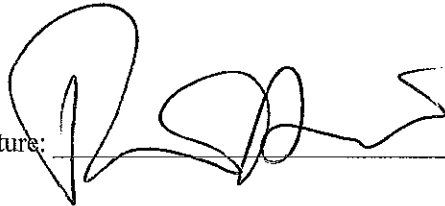
Title Business Development Executive City/State/Zip Milwaukee, WI 53226

# CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Sign and Submit with Technical Proposal)

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: \_\_\_\_\_



Date: September 29, 2014

Printed Name: Trisha Didion

Title: Business Development Executive

Company: Clean Power, LLC

**PROPRIETARY INFORMATION  
DISCLOSURE FORM  
(Sign and Submit with Technical Proposal)**

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

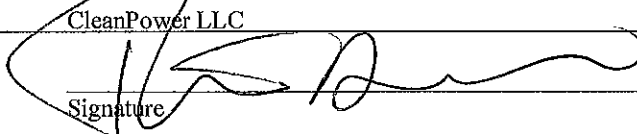
We request that the following pages not be released:

Tab	Section	Topic
<b>Experience</b>	<b>4 Qualifications</b>	<b>Experience/Customer Contact Info</b>
<b>Experience</b>	<b>5 Subcontracting</b>	<b>DBE Subcontracting/Mentoring Plan</b>
<b>Customer Service</b>	<b>10 Staff Training</b>	<b>CleanPower's Training Programs/Materials</b>
<b>Work Plans</b>	<b>17-20 ALL</b>	<b>Org Charts, Job Descriptions, Implementation Procedures, Staffing Plans, Site Specific Equipment and Performance</b>
<b>References</b>	<b>References</b>	<b>Customer Contact Information</b>

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name CleanPower LLC

Authorized Representative   
Signature

Authorized Representative Trisha Didion  
Type or Print

Date September 29, 2014

Exhibit C 1

Declaration of Commitment to Compliance with  
Milwaukee County's Minimum Wage Provision

Bid/RFP #: 9814001 - Housekeeping and Janitorial Services

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
June 1, 2014	\$11.47

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

\_\_\_\_\_  
Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on Sept. 29, 2014 (date).

Company Name: Clean Power, LLC

Authorized Signature: 

Printed Name: Trisha Didion

**PROPOSAL SUBMISSION(S) FORM****(Sign and Submit with Technical Proposal)****Check those Milwaukee County Facilities for which you are submitting  
a proposal.**

<u>Facility</u>	<u>Group</u>	<u>Address</u>	<u>CHECK BELOW</u>
Courthouse	1	901 N. 9 <sup>th</sup> Street Milwaukee, WI 53233	X
Criminal Justice Facility	1	949 N. 9 <sup>th</sup> Street Milwaukee, WI 53233	X
Safety Building	1	821 W. State Street Milwaukee, WI 53233	X
Medical Examiner's Office	1	933 W. Highland Avenue Milwaukee, WI 53233	X
City Campus	2	2711 W. Wells Street Milwaukee, WI 53208	X
Marcia P. Coggs Human Service Center	2	1220 W Vliet Street Milwaukee WI 53205	X
Children's Court Center	3	10201 Watertown Plank Wauwatosa, WI 53226	X
Children's Adolescent Treatment Center (Milwaukee County UW-Extension/EMS)	3	9501 W. Watertown Plank Road Wauwatosa, WI 53226	X
Facilities West	4	10310 W. Watertown Plank Road Wauwatosa, WI 53226	X
Highway/Fleet Facility	4	10190 W. Watertown Plank Road Wauwatosa, WI 53226	X

Signature:  Date: September 29, 2014

Company/Proposer Name: Clean Power, LLC