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Milwaukee County

JOSEPH J. CZARNEZKI
MILWAUKEE COUNTY CLERK

CHRIS ABELE • COUNTY EXECUTIVE

DATE: July 27, 2015

TO: The Honorable Milwaukee Board of Supervisors

FROM: Chris Abele, Milwaukee County Executive

RE: Veto of County Board File No. 15-529 on a resolution authorizing an appropriation transfer from the Appropriation for Contingencies in an amount not to exceed \$505,000 to pay MidAmerican Building Services for the cost of providing their employees the County-required Minimum Wage (Living Wage) upon receipt and verification of actual costs by the Audit Services Division

I am vetoing County Board File No. 15-529 pursuant to the authority granted to me by Article IV, Section 23(a) of the Wisconsin Constitution and Section 59.17(6) of the Wisconsin Statutes.

The County Board adopted a resolution on July 15, 2015 that authorizes an appropriation transfer from the Appropriation for Contingencies of up to \$505,000 to pay MidAmerican Building Services for the cost of retroactively providing their employees the County-required Minimum Wage (Living Wage), dating back to June 1, 2014 and going through August 30, 2015.

I am vetoing this resolution because it seeks to give a substantial amount of non-contracted money to a vendor that has been shown by an independent audit to be underperforming, with the hope that the vendor then passes along that money to current and former employees.

In response to repeated complaints about the quality of cleaning service, the Department of Administrative Services contracted with 1Class Consulting to perform an audit of MidAmerican Building Services' contract compliance. Inspections were performed on County facilities, using International Sanitary Supply Association (ISSA) and Association of Physical Plant Administrators (APPA) standards to determine the quality of service performed by MidAmerican. This audit concluded that the County was receiving only approximately 50% of the services that it has been contracting for. This translates to \$600,000 per year worth of service that the County is paying for but not receiving. The audit also indicated several serious health risks based on the existing contractors deficiencies.

Meanwhile, the County used a competitive RFP process in an attempt to contract with a new vendor who would perform all the requirements of the contract while paying their employees a living wage. CleanPower scored as the best bid in that RFP process due to how it rated in contract cost, technical knowledge, experience, quality of personnel, and work history. Additionally, CleanPower submitted an enhanced Disadvantaged Business Enterprises plan, which provides for 25.1% DBE participation and includes a mentoring program that will help position its DBE subcontractors to submit competitive proposals in response to the next housekeeping and janitorial services RFP. This contract has been repeatedly blocked by the County Board.

Lastly, this resolution will leave the Appropriation for Contingencies at a dangerously low level. This fund is designed to address unforeseen conditions and public emergencies. Cumulatively, the actions of the Board are expected to leave the unallocated portion of the Appropriation for Contingencies at approximately a half million dollars at the end of July. This is by far the lowest level this fund has been at this time of the year in at least the last six years. With five months remaining in the fiscal year, the County is at risk of running out of contingency funds and will have to borrow from elsewhere in order to handle an emergency if one occurs. Leaving the County in this situation is irresponsible.

I encourage the Board to sustain this veto and allow the County to move forward on a contract with CleanPower so that the County can get better service while respecting workers and protecting emergency funding.

Summary Report

Date—May 14, 2015

Scope – County of Milwaukee

This report is the result of a site audit done at the subject facilities. Initially the audit/inspection was to cover 20% of the facilities overall space. However, in actuality the final results cover anywhere from 30-50% of the space depending on the building.

The buildings covered include the Courthouse, Criminal Justice Building, Safety, and Medical Examiner's Building.

Metrics

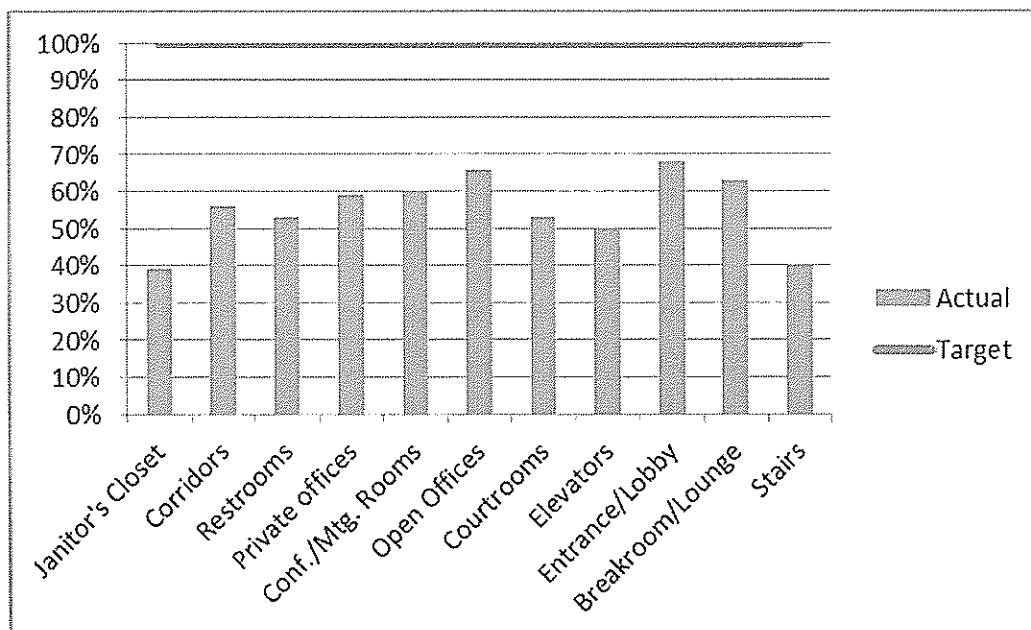
The inspections/evaluations used in the inspection portion of this study are gleaned from ISSA standards. The ISSA (the cleaning industry's premier trade association) surveys cleaning services worldwide, from a variety of sectors, to come up with tasks and task times as they apply to the cleaning of facilities. In addition, APPA (Association of Physical Plant Administrators) has developed definitions of clean that were employed as well.

For the County of Milwaukee, a Pass/Fail system was used to evaluate the areas of responsibility done in the different room types. Those Pass/Fail marks were then tallied up over the entire group of areas/touchpoints in a given room type in order to come up with the average rating for the room type selected.

The charts, both the aggregate, and the individual, represent the average of all rooms of a particular type that were evaluated (e.g. courtrooms on different floors were evaluated in the Courthouse to come up with the average and trending for those).

Note: Items in red print are those areas that I felt needed to be addressed immediately because they represent either a safety or potential health issue.

Graph depicting the aggregate results by room use type.



Discoveries

1. On 7th floor of the Courthouse, I examined a Janitor's closet. There was a coffee can with a bowl mop and fluid inside with no label. As well, there was no label identifying the product in the mop bucket with the mop in it.
2. Chemicals in the Janitor's closet were stored on a shelf well above eye level.
3. Restrooms—The restroom floors appear to have some sort of finish applied to them. However, they are spotted overall, with particular staining around urinals. In addition, the grout is dirty, both on the floor, and up to 3 inches up the wall.
4. Restrooms—In most cases, the restroom walls were spotted below the soap dispensers and paper towel dispensers. There was generally a soil buildup around the fixtures as well. This is normally caused by not cleaning those areas with the proper cleaners.
5. Hallways (marble)—dull and scuffed. The floor finish looks dull in the main corridors. As well, it is very scuffed, and does not look like it's been burnished for some time. In some areas that looked to have been recently scrubbed, the baseboards either have rinse water marks on them, or were scuffed by the machine.
6. Hallways (carpet)—In general, the carpeted halls are spotted and do not look like they have been extracted in some time. There is newer carpet in some, and that carpet is showing signs of wear. This is due to a lack of maintenance.
7. Tiled office space/conference rooms—virtually all of the tiled areas need floor work. The finish is either scuffed and/or stained, and the sweeping is below the standard of what it should look like given the frequencies dictated. In some cases, there was a build up of dust (what I call 'dust bunnies') that showed that it had been some time since the area saw any activity by the cleaning service. Others were rust stained (in discussions with one person she said that her desk had been moved 3 years ago, and the rust was still on the floor. Where an attempt was made to scrub this area, they slopped rinse water on the baseboards and told her they simply couldn't remove it).
8. Courtrooms and adjoining rooms—carpeted areas are spotted/stained, and not vacuumed well at all. The glass between the gallery and court room was cleaned at one time, but not very well, as there are streaks and runs from the glass cleaner.

Recommendations

(Recommendations correlate by number to Discoveries)

1. Because of the OSHA violations discovered in the Janitor's closets, the Contractor needs to be reminded that all chemicals need to be properly labeled and stored. This is for their workers' safety, as well as the safety of any County staff who may enter the facility.
2. OSHA recommends that all chemicals be stored at or below eye level, both to provide clear access to the labels for reading purposes, and to prevent chemicals from accidentally being splashed into someone's eyes. Again, the Contractor needs to be reminded of the OSHA standards.
3. Restrooms—Floor spotting suggests they are not using a finish that is stain/urine resistant, but rather a standard floor finish. Recommend going to a urine resistant product such as Expediter. The dirty grout (floor and walls) suggests that they are using a dirty mop and/or dirty mop water. Recommendation: switch to a flat microfiber mop with a clean mopping system. This would insure that they only use clean solution, and would prevent the floor grout and wall grout from becoming soiled.
4. Restrooms—In reviewing their processes, I believe they have articulated the right processes in their RFP response, they just aren't following it. A cleaner must be used both on the walls and on the fixtures in order to remove daily soiling. Follow that with a disinfectant. What they are using is glass cleaner, from my observation, on everything.

5. For the hallways, and anywhere that a terrazzo, stone, or marble floor exists, the contractor is currently using floor finish/wax as a coating. There are diamond polishing techniques (e.g. 3M's Trizact) which require no finish. The floor is basically stripped of all finish, then polished to a smooth finish with no finish applied. The results have an as good, or better look than the same floor with finish applied, plus there is no longer the need for an annual strip and recoat. For the Courthouse alone, The current contractor estimates that for the Courthouse they need approximately 104 gallons of floor finish annually, and 156 gallons of spray buffing solution (they don't list a finish remover or sealer). Each of these expenses would be eliminated by switching to diamond polishing. Note: the initial preparation is the most labor intensive, but wouldn't be much more than a standard strip and refinish.

If they continue to use finish, the Contractor needs to train staff on proper machine techniques and mopping techniques so as not to damage or mar the baseboards.

6. Hallways (carpeted)—I realize that much of the carpet in the Courthouse is old, and it can be difficult to make it look as good as new. However, stains, if removed in a timely fashion, can be eliminated. In addition, the newer carpet, if not maintained properly, can wear out faster, thus needing replacement sooner. Not maintaining a carpet properly can actually void the manufacturer's warranty.
7. Tiled office space/conference rooms—a couple of thoughts here—1.) I don't believe the cleaning staff is using the proper techniques when scrubbing. If they were, they would not have the issue of marking up the baseboards; 2.) I didn't see a floor finish remover listed anywhere in their list of chemicals or in their storeroom. This means they are probably using a heavy duty cleaner, which isn't the same thing. They also don't use a floor sealer, which provides an additional layer of protection. Doing the strip and refinish properly would provide for a deeper shine, that would last longer and be more scuff resistant.
8. Courtrooms—Spills should be removed in a timely fashion, preventing them from becoming stains. The glass cleaning procedure needs to be re-enforced, paying attention to the details of the process.

Additional Observations

- In a review of the Contractor's main storeroom, it should be noted that I found an unusually large quantity of glass cleaner, and very little disinfectant cleaner.
- By their RFP response they were to provide 5 back pack vacuums and 3 upright vacuums for the Courthouse. I found 1 back pack and 2 uprights. This simply is not enough equipment to properly maintain the facility.

Housekeeper Observation

As I shadowed 1 cleaner, she told me that she didn't like to "waste" steps, that is why she made sure that her cart was full of everything she needed to get the job done. When I asked why she had no vacuum cleaner, she said that she only vacuums on request or when she feels she needs to (this happened to be an area where the tenant has brought in their own vacuum). She used a broom to sweep the hard floors (said she would prefer a dust mop, but they won't give her one). In the restroom she put bowl cleaner in the toilet, rinsed it with the bowl mop, then proceeded to use glass cleaner on everything else (again this is an area where the tenant brings in their own can of disinfectant because they believe no disinfecting is being done). When it came time to damp mop the restroom floor, she used the same water that she had just used in an office area.

I believe the above Housekeeper Observation is symptomatic of what is going on throughout the facilities. I found that the tenants themselves had much of their own cleaning equipment and supplies (vacuums, brooms, disinfectant, etc.).

Summary

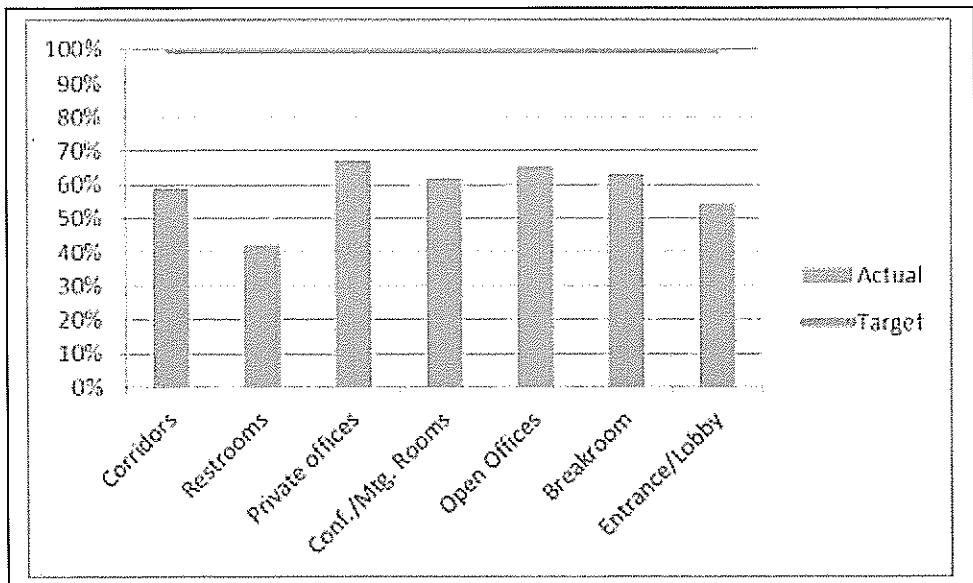
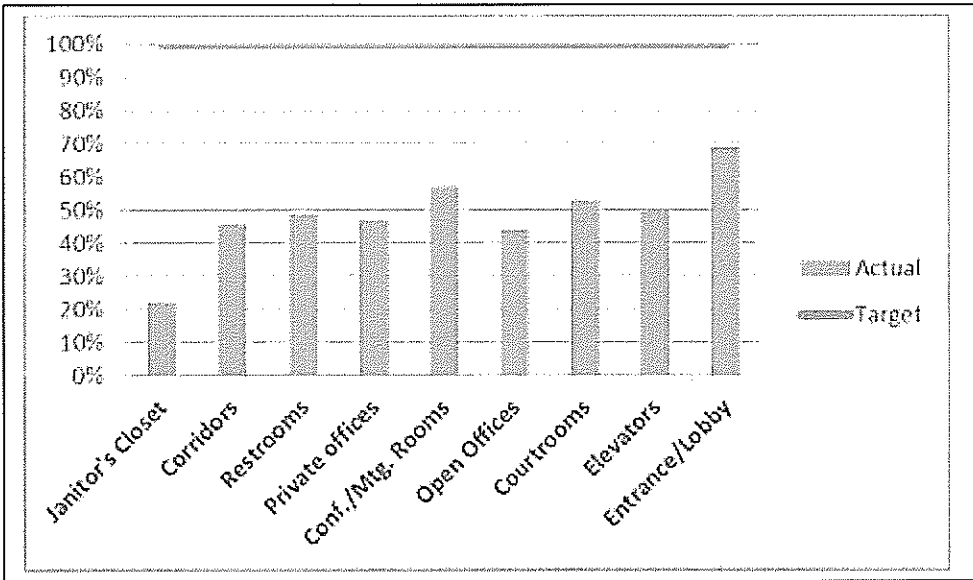
There are a number of issues going on here, as can be seen by the information noted above. Among them:

- The OSHA issues are an easy fix—remind the Contractor of OSHA guidelines as they relate to chemical usage and storage.
- Equipment/tools—get the Contractor to provide the equipment that they referenced, and then provide their staff with training on proper procedures. (They've referenced good procedures in their RFP response, they just aren't being followed).
- Chemicals—I don't believe that they are using their chemicals correctly. When glass cleaner is used for everything in a restroom, the lack of disinfection presents a serious health risk to the tenants of the County buildings, and to all who enter.
- Allowing/forcing staff to bring in their own vacuums, disinfectant, glass cleaner, etc. to do the cleaning only serves to enable the Contractor to continue to skip doing the job they are paid to do. It is difficult for Facilities Management to inspect the cleaning, because they simply can't know who they are inspecting.
- Allowing the Contractor to purchase supplies for the facilities takes the control over what comes in and goes out of Facilities Management's hands. Not to mention escalating the cost of product, and timeliness of delivery (e.g. being out of hand soap for 2 weeks).
- Inspections/Complaints—FM is spending an inordinate amount of time inspecting (without getting issues corrected) and responding to complaints (I would estimate that in the short time I was there, I probably spent nearly 2 hours listening to complaints).

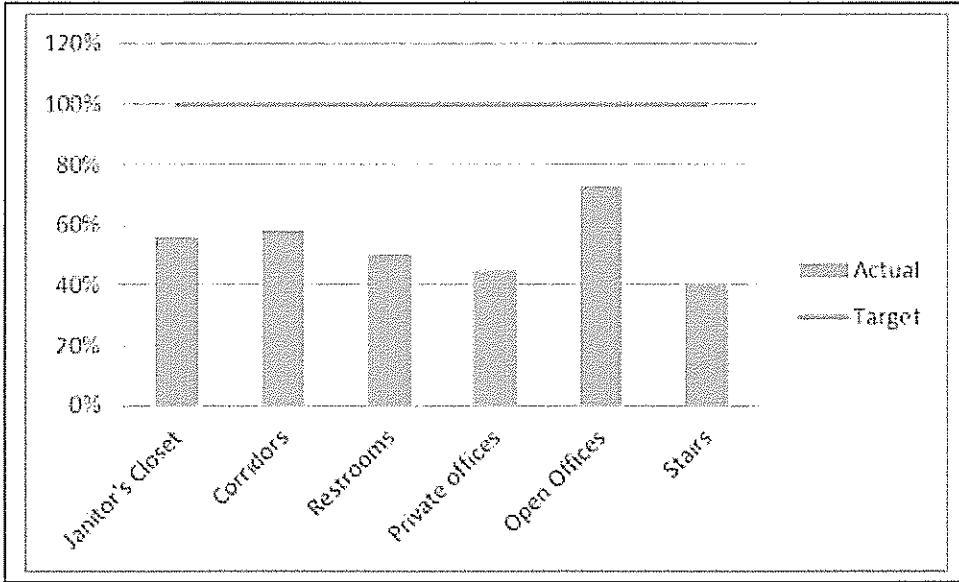
Possible Fixes

- a. Force the current Contractor to fix the OSHA and health issues.
- b. Current contract has a performance clause with penalties itemized for non-compliance. I suggest making the inspection form and a complaint vehicle available to the Contractor via a web based solution. That is, the Contractor receives the complaint with a copy going to Facilities. The Contractor is then expected to respond both to resolve the complaint, and note that resolution on the web tool. Doing so would provide Facilities, and any other interested parties with a record of the issue faced and the resolution to it documented. This can work for sub-standard inspections as well.
- c. Revisit the last RFP and responses. In doing a bit of research, the Contractor who was selected by that evaluation team is CIMS (Cleaning Industry Management Standard) certified, and thus has gone through a rigorous vetting process to insure that they are capable of providing the highest quality of service, and that they do what they say they are going to do. If that contractor is still not suitable for some reason, then look at the runner-up.
- d. Use tools available to determine an estimate of the cost of cleaning, as well as, the appropriate tasks for buildings such as the County facilities.. There are formulas that we in the industry use to determine the number of FTE's required to do a job at the quality level desired. I would encourage the County to go through that process in order to see what a fair and equitable price should be for cleaning to your specifications and expectations.
- e. As noted above, there are a lot of tenants bringing in their own materials to do their own cleaning. I know this is a soft cost, and nearly impossible to calculate. However, when you have a cleaning service billing you to do the service, and then have all manner of tenants, including at least one judge, doing their own cleaning, that should somehow be taken into account when looking at the "true" cost of service with the current Contractor.
- f. Bring in a new contractor on a temporary basis. This is not the most ideal of situations, but may provide a bridge to transition.

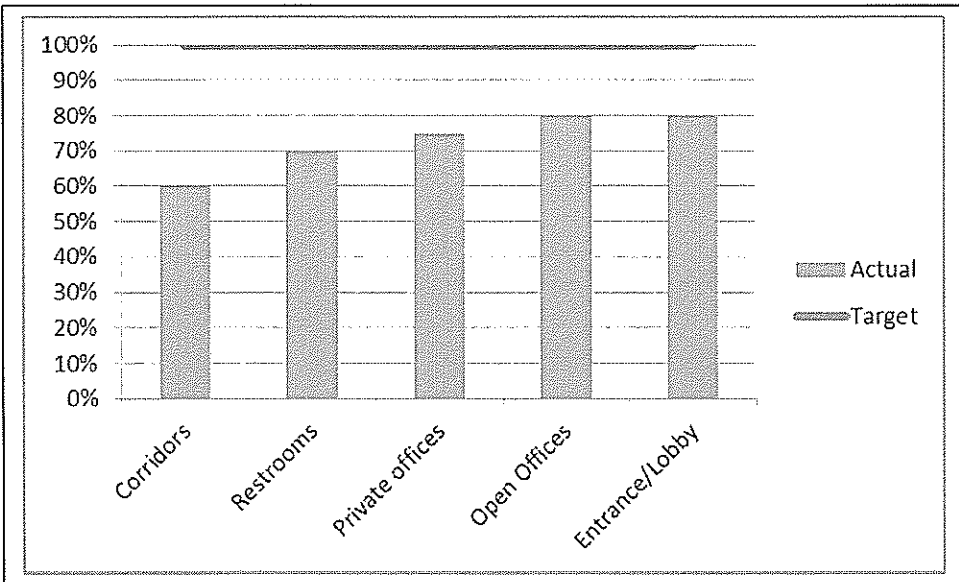
- g. Hire temporary County employees, that are either managed by you directly, or contract with a cleaning professional to manage them for you (I know of a couple of professionals who might help). Several other government organizations use temporary staff to supplement what they currently have. I'm not sure of the employment laws governing Milwaukee, but most often these temp workers can only work a certain number of hours per year, at which point the situation will either be resolved, or you can hire new temp workers.



Safety



Medical Examiner



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