

**NON-PROFESSIONAL SERVICE CONTRACT**  
**ABM INDUSTRY GROUPS, LLC**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Department of Administrative Services – Facilities Management Division, and ABM Industry Groups, LLC (hereafter called "Contractor"), is entered into as of May 1, 2017.

1. SCOPE OF SERVICES.

- a) Contractor shall specifically perform all of the tasks and achieve the objectives set forth in the proposal submitted by its affiliate ABM Onsite Services Midwest Inc. (including its cost proposal), dated December 14, 2016, which is attached hereto as Exhibit B and incorporated herein by reference; the County Request for Proposal, dated November 7, 2016, which is attached hereto as Exhibit C and also incorporated herein by reference; and presentations made by Contractor to the County along with correspondence between the parties during the RFP process, which are attached hereto as Exhibit D. If there is a variance between the Contractor's proposal and the County's Request for Proposal, the latter shall be controlling, unless otherwise provided for in writing.

The Contract consists of the following four (s) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- b) This Non-Professional Service Contract
- c) Milwaukee County Request for Proposal # 98160028
- d) Contractor's Affiliate's Proposal, including Price Proposal
- e) Contractor presentation and parties' correspondence

2. STAFFING.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. DATES OF PERFORMANCE.

The term of this Contract shall be from May 1, 2017 through December 31, 2017, or until such time as either party notifies the other of its termination, as provided herein. This Contract may be extended for four (4) additional one-year terms upon written notification from County forty-five (45) days prior the expiration of the then current term.

4. COMPENSATION.

Contractor shall be compensated for work performed as provided in Contractor's Proposal. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$2,500,000 unless agreed to by County in writing. State Prompt Pay Law, Section

66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

5. BILLING.

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name and address of contractor  
Invoice date and number  
Contract number
- B. Dates and hours worked-- Description, quantity, unit of measure, unit price and extended price of the services delivered  
Remittance name and address
- C. General task(s) performed
- D. Name, title, and phone number of person to notify in event of defective invoice

Invoices should be sent to:

Milwaukee County Accounts Payable  
901 N. 9<sup>th</sup> Street, Room 301  
Milwaukee, WI 53233

The County reserves the right to use a purchasing card to pay invoices.

6. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

8. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

9. DISADVANTAGED BUSINESS ENTERPRISES.

- A. Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- B. Contractor shall adhere to the approved DBE participation plan contained in this contract, which assures that 20% of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Contract. Approval must be obtained from the County prior to making any change(s) to the approved DBE participation plan.
- C. If Contractor fails to achieve and maintain the level of DBE participation stated in this Contract, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of DBE participation stated herein throughout the term of this Contract, County may consider this as a material breach of the Contract and may terminate the Contract in accordance with Section 17 of this Contract.
- D. Contractor shall submit monthly reports online (B2GNow) as required by the County for the purpose of demonstrating compliance with this Section.

10. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be 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 apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory 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 this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program 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 Contractor's workforce, 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 aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

11. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or 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) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

12. INSURANCE.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the coverages and minimum amounts set forth in the RFP attached to this Contract as Exhibit C, and the Contractor's presentation and correspondence between the parties attached to this Contract as Exhibit D.

It is understood and agreed that coverages that apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

13. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

14. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract by giving 120 days written notice of termination of this Contract to the County. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

15. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

16. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

17. CONTINUITY OF SERVICE.

- A. Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to:  
(i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to 180 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

18. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

19. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

20. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

21. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

22. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Contract whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Contract.

23. TAXES.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

24. NON-CONVICTION FOR BRIBERY.

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

25. CONFIDENTIALITY.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and

shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Sec. \_\_\_ of this Contract.

26. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Contract, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:  
ABM Industry Groups, LLC

Attn.: Doug Carter  
411 E. Wisconsin Ave., Suite 505  
Milwaukee, WI 53202

To County:  
Department of Administrative Services  
Facilities Management Division  
Attn.: Jeremy Theis  
633 W. Wisconsin Ave., 7<sup>th</sup> Floor  
Milwaukee, WI 53233

Either party may designate a new address for purposes of this Contract by written notice to the other party.

27. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

28. WORK ORDERS.

In addition to the required Smart Inspect program, the Service Provider shall also use its own work order system (on an ongoing basis) to initiate and track work orders. Work orders may include janitorial action items, along with non-janitorial categories such as safety or maintenance notifications. Milwaukee County users may also use Service Provider's work order system to initiate and/or track work orders. If desired, the Service Provider may also use its own quality assurance software for internal inspections and quality-related activities, above and beyond the Smart Inspect requirements described herein.

29. SERVICE LEVELS

The County reserves the right to modify service levels in any facility at any time in its sole discretion. Thirty (30) days after the commencement of the initial Term and any Renewal Term, the County and Contractor shall review service levels in all facilities. If service levels are adjusted at any point during this Contract, the County and Contractor shall review those service level adjustments sixty (60) days after they are implemented.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

ABM INDUSTRY GROUPS, LLC

DocuSigned by:  
By: Blake Ahrens Date: 3/27/2017  
B6B64D422830453  
Blake Ahrens, Vice President

MILWAUKEE COUNTY DEPARTMENT OF  
ADMINISTRATIVE SERVICES -  
FACILITIES MANAGEMENT DIVISION

DocuSigned by:  
By: Jeremy Theis Date: 3/27/2017  
D5F90C00000000000000000000000000  
Jeremy Theis, Director

*Approved with regards to County Ordinance Chapter 42:*

DocuSigned by:  
By: Rick Norris Date: 3/27/2017  
AD4C6410000000000000000000000000  
Rick Norris, Community Business Development Partners

*Reviewed by:*

DocuSigned by:  
By: Paul Schwegel Date: 3/29/2017  
480D00B8468B44A1  
Paul Schwegel, Risk Management

*Approved for execution:*

DocuSigned by:  
By: Paul D. Englitsch Date: 3/30/2017  
2BE87A74000000000000000000000000  
Paul D. Englitsch, Corporation Counsel

*Approved as to funds available  
per Wisconsin Statutes Section 59.255(2)(e):*

DocuSigned by:  
By: Chris Able Date: 3/31/2017  
F735A333000000000000000000000000  
Chris Able, Comptroller

*Approved:*

DocuSigned by:  
By: Chris Able Date: 3/31/2017  
2E580633000000000000000000000000  
Chris Able, County Executive

*The County has executed this Contract pursuant to Wis. Stats. § 59.52(31)(b).*

DocuSigned by:  
By: Paul D. Kugitsch Date: 3/31/2017  
2BE87A71E241C6... Corporation Counsel



*Courthouse Photo courtesy of flickr*

**REQUEST FOR PROPOSAL:  
Janitorial Services**

**ISSUED: Friday, November 7, 2016**

**RESPONSE DUE DATE: 5:00 PM Friday, December 15, 2016**

**RFP #: 98160028**

**Information Summary Sheet**

Request For Proposal Title:	Janitorial Services
Request For Proposal Number:	98160028
RFP Issuing Office:	Department of Administrative Services- Facilities Management Division
RFP Issue Date:	November 4, 2016
Pre-Bid Meeting - Mandatory:	November 15, 2016 at 8:00 AM
Pre-Bid Meeting Location:	Milwaukee County Offices <u>4<sup>th</sup> floor Conference Center,</u> <u>633 W. Wisconsin Ave.</u> <u>Milwaukee, WI 53203.</u>  Site tours following Pre-Bid Conference on November 15 and concluding November 16
Deadline for Receipt of Questions:	November 28, 2016 at 5:00 PM
RFP Proposal Receipt Deadline:	December 15, 2016 at 3:00 PM
Service Starting Date (Projected):	March 1, 2017
RFP Upload Submission Location:	
RFP Administrator:	Andrew Desnoyers Department of Admin Services Phone: 414-223-8128 <a href="mailto:andrew.desnoyers@milwaukeecountywi.gov">andrew.desnoyers@milwaukeecountywi.gov</a>

**Link to proposal materials :**

**<https://countymilwaukee.bonfirehub.com/portal>**

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# 1 PROJECT OVERVIEW AND BACKGROUND

## 1.1 Project Overview

This Request for Proposal (RFP) is to solicit proposals for janitorial services for identified Milwaukee County facilities managed by the Department of Administrative Service – Facilities Management Division. See Section 7: Exhibits in this RFP for additional information, such as facilities information, technical submittal, County Requirements, etc.

### OBJECTIVES:

1. The primary objective of this RFP process is to identify Service Providers capable of providing world-class service at the **most competitive prices** and at the highest consistent quality to Milwaukee County
2. The successful Service Provider shall work within a **performance-based framework** and establish a long-term continuous service partnership
3. All cleaning duties and supply purchases shall support Milwaukee County's Green Cleaning efforts.
4. Milwaukee County has established a goal of **20% Disadvantaged Business Enterprise (DBE)** participation in accordance with Milwaukee County's DBE Program Procedures described further in Section 2.23.

This is merely a Request for Proposal and is not to be construed as an offer to enter into a contract. Financial considerations are important but will not be the sole determinant for the award. Within this RFP, Milwaukee County challenges the proposers to carefully study and research the unique aspects of the identified facilities and to submit proposals that demonstrate the ability to maintain best-in-class quality levels at the most competitive pricing.

The project's requirements are more fully described in Section 4.

## 1.2 Background Information

Milwaukee County is one of the few fully incorporated counties in the United States and includes 19 municipalities that range from a large urban center in the City of Milwaukee with 597,900 residents to small villages such as Bayside with a population of 4,389. County facilities range throughout all of Milwaukee County with major concentration in the city of Milwaukee, Wauwatosa and Franklin.

Several County-owned facilities, including the Landmark Milwaukee County Courthouse, are part of an ongoing Consolidated Facilities Planning Initiative to "provide the highest quality facilities environment for both the citizens of Milwaukee and the employees of Milwaukee County."

The Courthouse Complex consists of four facilities representing 65% of the approximate 1.13 million net cleanable square feet. A second group of four facilities, is concentrated in the city of Wauwatosa indicated in the table below.

[Click here to see facilities mapped](#)

Facility	Address	City	St	Zip	Net Cleanable
County Courthouse	901 N. 9th Street	Milwaukee	WI	53233	462,639
Criminal Justice Facility	949 N. 9th Street	Milwaukee	WI	53233	39,350
Safety Building	821 W. State Street	Milwaukee	WI	53233	197,402
Medical Examiner's Office	933 W. Highland Ave,	Milwaukee	WI	53233	13,459
Marcia P. Coggs Human Service Center	1220 W Vliet Street	Milwaukee	WI	53205	163,553
Vel Phillips Juvenile Justice Center	10201 Watertown Plank Rd	Wauwatosa	WI	53226	97,219
Children's Adolescent Treatment Center	9501 W. Watertown Plank Rd	Wauwatosa	WI	53226	99,846
Parks Administration Building	9480 W. Watertown Plank Rd	Wauwatosa	WI	53226	18,880
Fleet Highway Management	10320 W. Watertown Plank Rd	Wauwatosa	WI	53226	32,822
Facilities Management West	10930 West Lapham	West Allis	WI	53214	4,549
					<u>1,129,719</u>

Please see **Section 7: Exhibit A** for additional facilities information, net cleanable square footage breakdown and fixture counts. Building drawings will be provided separately.

## 2 PROPOSAL INSTRUCTIONS AND CONDITIONS

### 2.1 Intent

It is the intent of the Milwaukee County Facilities Management Division, through this Request for Proposal and contract conditions contained herein to establish, to the greatest extent possible, complete clarity regarding the requirements to the Agreement resulting from the Request for Proposal. Only Service Providers with relevant experience and the ability to provide the highest quality services in a timely fashion are encouraged to apply. The Service Provider shall provide and perform all cleaning services equivalent to or greater than that expected in Milwaukee County facilities.

Specifications for the proposal are listed herein. All proposals must be for material, labor and services that meet or exceed specifications described. Proposals for services that deviate from these specifications may be considered invalid.

The Department of Administration of Milwaukee County shall make a recommendation of award and any agreement will be executed, as provided, under Wisconsin State Statutes and Milwaukee County General Ordinances.

### 2.2 Schedule of Events

Event	Date
Release RFP	November 7
Mandatory Pre-Proposal Meeting	November 15 at 8 a.m. CT
Mandatory Site Tour	November 15 - 16
Bidder Questions Due	November 28
Responses To Bidder Questions	December 6
Proposals Due	December 15 by 3:00 p.m. CT
Finalist interviews	TBD
Award	January 27, 2017
Tentative Contract Start	March 1, 2017

### 2.3 Proposal Clarification Requests (Q&A)

Clarification requests must be submitted in writing to Milwaukee County via the Q&A forum established at information and proposal submission site:

<https://countymilwaukee.bonfirehub.com/portal>

All questions must be received by 5:00 p.m. CT November 28, 2016. Service Provider shall reference the RFP title, RFP number, page, section being addressed. Responses to clarifications will be posted and shared publically with all Service Providers on submission site. Milwaukee County will not be bound by any responses not communicated through the Q&A forum. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP. Milwaukee County reserves the

right to answer or not answer any question submitted. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

## 2.4 RFP Meeting and Facility Tours

Milwaukee County, with the assistance of Core Management Services, will conduct a **MANDATORY RFP Meeting on Tuesday, November 15, 2016 at 8:00 a.m. CT**. Attendees are instructed to meet at the 4<sup>th</sup> floor conference center, 633 W. Wisconsin Ave. Milwaukee, WI 53203. The purpose of the meeting will be to review the RFP documents and to provide non-binding answers to questions about the process and/or the specifications.

Site tours will begin immediately following the RFP Meeting and continue on Wednesday, November 16, 2016.

Each Service Provider is requested to register its attendees via email with the RFP Administrator on or before **November 11, 2016**. Please provide first and last names of the persons attending (limit two per company).

Service Providers are expected to have examined the premises and project site prior to submitting their proposals. Failure to do so will not relieve the Service Provider from

providing any product or performing any labor or services that may be required to carry out the intent of the Agreement.

## **2.5 Term of Agreement**

Pricing for this RFP shall be based on a term of three (3) years, with the option for two additional one-year term(s) at the end of the three-year period. The Agreement shall be fixed-price for each individual contract year. The Service Provider's proposed pricing shall take into account any upcoming changes to the wages and other wage/benefit increases, required under current ordinance of law. Therefore, the Service Provider's proposed pricing shall include blended rates for each year that account for any wage/benefit increases required under current ordinance of law within each individual contract year. Requests for pricing increases beyond those proposed in the Pricing Workbook will not be granted, less changes in ordinance and law.. The projected three year janitorial services agreement will commence on March 1, 2017. The option years 4 and 5 are to be priced separately. All proposers are notified contracts are contingent upon Federal, State, and local appropriations.

## **2.6 Proposal Response Format**

Proposals must follow the format designated in Section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

## **2.7 Right to Request Additional Information**

Milwaukee County reserves the right to request any additional information which might be deemed necessary after submission of any proposal. Milwaukee County reserves the right to ask for additional information or pricing from one, many or all of the Service Providers and may adjust or negotiate the terms, requirements and/or specifications at any point during the RFP process with any Service Provider, in the best interest of Milwaukee County.

## **2.8 Right of Refusal**

Milwaukee County reserves the right to request any additional information that might be deemed necessary during the evaluation process.

## **2.9 Proposal Preparation Costs and Availability**

The Service Provider is responsible for all costs incurred by the Service Provider or its subcontractors in responding to this Request for Proposal.

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process.

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

## **2.10 Standard Forms and Contracts**

Any forms and contracts the Service Provider proposes to include as part of any agreement resulting from this proposal between the Service Provider and Milwaukee County must be submitted as part of the proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

## **2.11 Selection Criteria**

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical and cost information submitted by each proposer.

**Minimum Criteria:** As part of the Service Provider's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Service Provider's response from further consideration:

- Minimum Janitorial Experience
  - Must have provided janitorial services for at least five years, with at least two accounts of similar size and complexity
- RFP Response
  - RFP response is submitted by the due date and time.
- Response Authorization
  - The RFP response is signed by an authorized company officer.
- Response Completeness
  - Service Provider complies with all instructions in the RFP, submits all required forms, and provides a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated.
  - As a matter of responsiveness to RFP. Service Provider submission related to achievement Milwaukee County's the Disadvantaged Business Enterprise goal for the RFP and/or has demonstrated a Good Faith Effort to meet the goal.

**RFP Evaluation Criteria**

Pricing Workbook Response	
Cost	30%
Technical Submittal Response	
Background Information	10%
Management Plan	20%
Staffing Plan	20%
Quality Assurance / Ability to Succeed	15%
References	5%

Milwaukee County has established selection criteria to protect its best interest and meet performance or operational standards. Selection of a successful Service Provider will be at the sole discretion of Milwaukee County. Milwaukee County will enter into contract negotiations with the vendor whose overall solution best meets the needs of Milwaukee County over the long-term. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to Milwaukee County.

**2.12 Selection Process**

Milwaukee County will evaluate, rate and select the finalists based upon the information provided in the proposal and the criteria established by Milwaukee County.

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. Proposals will be reviewed by the evaluation committee and scored against the criteria outlined in this RFP. Technical Proposal scoring; the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer’s responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor’s proposal.

Cost Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County as to whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

Service Providers may be required to participate in a presentation and interview process in which Milwaukee County and Core representatives will further inquire about the Service Provider's qualifications and experience. Service Providers may also be asked to provide a brief overview of their company, key personnel and how they would approach Milwaukee County's high expectations for quality.

If Milwaukee County is unable to successfully negotiate and execute a contract for services with the company offering highest ranked proposal, Milwaukee County reserves the right to revisit other Service Provider's proposals.

### **2.13 Federal or State Sales, Excise or Use Taxes**

Milwaukee County is exempt from paying sales taxes. Milwaukee County's Federal Taxpayer ID No. is 39-6005720. County is exempt from most federal excise taxes. All prices should be quoted Free on Board Milwaukee, WI.

## **2.14 Invoicing**

The Service Provider shall provide one monthly invoice for each installment due from Milwaukee County. Each invoice shall include 1) the base monthly contract value for cleaning, 2) any additional billing (events, special coverage, etc.) with the details attached (which event, service hours, and hourly price), 3) Pricing adjustments for added or removed space, and 4) any applicable financial penalties based upon performance criteria failure.

## **2.15 Proposal Acceptance, Rejection, Cancellation and Withdrawal**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer. Milwaukee County reserves the right to reject any or all proposals, either in whole or in part, or to waive any informalities or irregularities therein that are in the best interest of Milwaukee County.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and Milwaukee County's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to Milwaukee County's request for clarifying information in the course of evaluation and/or selection under this RFP.

## **2.16 Turnkey Solution**

The proposal price will be the total dollar amount of all services, material, equipment and labor described herein. The proposal amount is to be held firm for at least one hundred and twenty days from the proposal opening date. All prices quoted must include all labor, supervision, equipment, supplies and cleaning materials necessary to perform janitorial services that are compliant with the requirements stated herein.

## **2.17 Proposal to Become Part of Agreement**

This RFP, any addendums, Service Provider's response and any subsequent written communications, along with any formal, signed agreement will become part of the Agreement documentation governing performance of this project. Where conflicts exist, the later dated document will govern.

## **2.18 Confidential Information**

Information contained in the Service Provider's proposal that is company confidential must be clearly identified in the proposal itself. Milwaukee County will be free to use all information

in the Service Provider's proposal for the owner's purposes. The Service Provider understands that any material supplied to Milwaukee County may be subject to public disclosure under the Freedom of Information Act.

## **2.19 Non-Interest of County Employees and Officials**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

## **2.20 Code of Ethics**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.

## 2.21 Appeal

This RFP is issued pursuant to Chapter 32 of the Milwaukee County Code of General Ordinances. Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at:

[http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County)

## 2.22 Disadvantaged Business Enterprise (DBE) Utilization

As a matter of responsiveness to this RFP, a proposal is conditioned upon Service Providers' achieving and/or providing a documented good faith efforts in attempting to achieve this project's **Disadvantaged Business Enterprise (DBE) goal of 20%**.

Proposal must state how Service Provider will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. If goal is not met or not fully met, Service Provider must submit a documented Good Faith Effort in attempting to achieve goal. Failure to provide will result in a determination of non-responsiveness, and rejection of your Proposal will occur. Forms for submission(s) are under Exhibit(s) H.

Milwaukee County General Ordinance 42 establishes county policy regarding the participation of Disadvantaged Business Enterprise in county contracting, requiring the establishment of a participation goal on each project. Milwaukee County has an established goal for participation of 20% for this project. That as a matter of responsiveness to this bid, proposer must submit a 'Commitment to Contract' (DBE-14 Form) indicating their contracted participation. Should, proposer have no 'Commitment to Contract' participation or their participation rate falls project participation goal, proposer must additionally provide a Certificate of Good Faith Effort (DBE-01 Form) demonstrating their effort to meet Milwaukee County's participation goal.

Milwaukee County will make a determination of responsiveness.

The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP in under **Exhibit(s) H**.

A required step in any Good Faith Efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for assistance in identifying DBEs and understanding Milwaukee County's DBE Program procedures.

The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

## 2.23 EEOC Compliance/Responsible Vendor

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (**Exhibit(s) H**).

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities.

## 2.24 Minimum Wage Rate

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage. 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 Milwaukee County shall pay employees performing part or full time work for Milwaukee County a minimum wage rate. This rate is currently established at \$11.68/hour. As a matter of responsiveness to this RFP, all proposers must complete “Declaration of Commitment to Compliance to Milwaukee County’s Minimum Wage Provision” found in **Exhibit(s) H**. It is the proposer’s responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance. Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyAudit/2016-Reports/MinimumWagePacketUpdated3-2-161.pdf>

[https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI\\_CH111MIWA.html](https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html)

### 3 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

#### 3.1 Introduction

To facilitate the analysis of responses to this RFP, Service Providers are required to prepare their proposals in accordance with the instructions outlined in this section.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Service Provider's capabilities to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE PLACED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly.

#### 3.2 Proposal Submittal Instructions

Proposals must be submitted by 5:00 p.m. Central Time, December 15, 2016 via Milwaukee County RFP website established for this RFP located at:

<https://countymilwaukee.bonfirehub.com/portal>

It is proposer's responsibility to assure submission of any proposal prior to deadline.

#### 3.3 Requirements for Signing Proposal

1. Each Service Provider, by making a proposal, represents that this document and all attachments have been read and fully understood.
2. The proposal must be signed by an individual authorized to legally bind the person, partnership, company or corporation submitting the proposal. See required signature forms in **Exhibit(s) H**.
3. All manual signatures must have the name typed directly under the line of the signature
4. The above requirements apply to all RFP addenda.

#### 3.4 Required Proposal Format

The proposal shall be organized as follows:

##### **Technical Proposal :**

- Executive Summary (please limit to 2 pages)
- Answers and documentation for each request/question within **Exhibit B: Technical Submittal**
- (this includes required County forms, inclusive of forms related to Section 2.23 requirements)

- Any additional supporting documentation “Optional” that would indicate the Service Provider’s ability to meet any of the requirements and addressing criteria outlined in this RFP (limited to 8 pages)

**Cost Proposal (Separate, Sealed Document):**

- A completed **Exhibit C: Pricing Workbook**.

### **3.5 Executive Summary**

This section of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages, describing the proposed solution. The Executive Summary must not include cost quotations.

### **3.6 Technical Submittal Requests and Questions**

The Technical Submittal contains multiple requests and questions designed to provide the Service Provider the opportunity to present its management plans, differentiators, expertise and professionalism. Also included are the required County forms to be completed by the Service Provider. Each question should be answered as clearly and concisely as possible, with supporting documentation included as attachments.

### **3.7 Additional Supporting Documentation**

Service Providers are to use the final section of the Technical Submittal to provide additional information. The contents must be clear and concise and relevant to this RFP.

### **3.8 Pricing Workbook**

Pricing should be presented using the included full-disclosure Pricing Workbook(s) only, and submitted as a separate, sealed document. General instructions for pricing can be found in Section 6.

4 SCOPE OF WORK

4.1 Cleaning Specification

This Cleaning Specification for Milwaukee County has been put into a framework which allows for a clear and concise understanding of the various customer requirements.

Used in conjunction with the additional janitorial requirements contained in this RFP, these specifications include industry best-practices to ensure a healthy and safe environment for the people who visit or work in Milwaukee County’s properties.

**These specifications are located in Exhibit D of this RFP.**

Milwaukee County Standard Cleaning Specification is based on a five-day-per-week service schedule (Monday – Friday). Note that each janitorial task has an associated frequency. Shown below is an illustration of the frequencies found within the specifications.

*Frequency Chart*

<u>EXAMPLES OF FREQUENCY REQUIRED</u>	<u>ANNUAL FREQUENCY</u>
Five-day service (“daily”, or Mon - Fri)	260
Four times per week	208
Two times per week	104
Weekly service	52
Bi-monthly service	26
Monthly service	12
Quarterly service	4
Semi-Annual service	2
Yearly service	1

**Also note that Milwaukee County observes the following holidays:**

- New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**Routine janitorial and day porter services are NOT required on these holidays**, although the Service Provider may schedule restorative or special projects on these days, if convenient.

## 4.2 Performance-Based Criteria and KPI's (Key Performance Indicators)

### **JANITORIAL**

During the term of the Agreement, Service Provider shall be required to participate in a web-based global quality system. Milwaukee County plans on utilizing the Smart Inspect™ or similar quality system.

Quality assurance activities, such as those associated with participation in a performance-based program, are considered to be an integral part of the contractor-client relationship. It is not anticipated that participation in the quality system will require any additional management resources on the part of the Service Provider.

**The performance of the Service Provider shall be evaluated and managed in the manner described below:**

### **Continual Quality Inspections**

During the term of this agreement, the Service Provider shall conduct continual quality audits and data uploads using the Smart Inspect™ or similar web-based quality system. The Service Provider has primary responsibility to schedule and coordinate the audits, sharing the inspection schedule with Milwaukee County. Occasionally, Milwaukee County shall attend inspections with the Service Provider. The Service Provider must inspect, at a minimum, **ALL BUILDINGS TWO TIMES PER MONTH, approximately two weeks apart**. Failure to upload and/or failure to reach the minimum score (85%) shall be considered non-compliance. Two consecutive months of non-compliance shall result in a 4% penalty of the second month's total invoice value. The penalty shall be continued for additional consecutive months of non-compliance.

The Service Provider will be provided with access to the Smart Inspect web-based auditing platform. The fees for the platform will be paid by the Service Provider and included as a line item within the Service Agreement. Service Provider must also purchase or have access to one iPod Touch, iPhone or iPad, or Android inspection device.

During the quality inspections, the Service Provider will conduct cross-sectional inspections of Milwaukee County area types to identify the percentage of items which are free of the following cleaning deficiencies:

### **Cleaning Deficiencies**

Buildup: any accumulation of soil, alkaline deposits, cleaning agents or floor finish, necessitating interim or restorative cleaning procedures

Cobweb: any spider web or web-like structure containing dust or other organic material

Debris: any litter, garbage, rubbish, rubble, loose food, leaves, paper, cigarette butts, trash or waste

Disorganized: messy, not arranged in an orderly manner

Dull: lacking a shine or luster

Dust: any loose extra-fine particles of dust, dirt, or sand

Filled, Over: accumulation beyond acceptable levels

Filled, Under: depletion beyond acceptable levels

Fingerprints/Handprints: recognizable human handprints or fingerprints

Graffiti: unauthorized drawing, writing or defacement on a public surface

Gum: a variety of chewy or sticky substances including chewing gum, licorice or candy

Malodor: odor identified as unpleasant

Non-operational: not currently operating as intended

Scuff: removable nicks, scuffs, black marks and heel marks

Soil: any removable dirt, film, grime, mud, grease, oil, food, sand, footprints, smears, smudges

Spot: any localized or singularly occurring removable spill, dirt, grime, mud, grease, oil, food, liquid, water spots, splashes, smears and smudges

Streak: observable striation caused by a cleaning procedure

#### Maintaining a Quality Success Percentage of 85% or better

During the term of this agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 85% (relating to the quality system).

A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in Specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

#### Quality Improvement Plan

The Service Provider shall provide a Quality Improvement Plan within one week following each audit, regardless of the QSP attained.

#### Penalty for Non-Performance

Non-performance is defined as:

- 1) Failure to obtain the defined minimum QSP score
- 2) Failure to conduct the required semi-monthly audits
- 3) Failure to meet other terms and conditions of the Agreement

1) Failure to obtain the defined minimum QSP Score

A 4% penalty relating to the monthly invoice shall apply if Milwaukee County fails to obtain a QSP score of 85% for two consecutive months.

The 4% penalty shall not apply to any extra work order line items on the janitorial invoice.

Repeated failure to achieve a QSP of 85% may result in termination.

## 2) Failure to conduct the required continual quality audits

The Service Provider has the primary responsibility to schedule, coordinate and communicate the audits using the Smart Inspect quality platform. **At a minimum, all buildings are to be inspected twice per month, approximately two weeks apart.**

Failure to conduct the required semi-monthly quality audits will be deemed as the equivalent of failing to meet the prescribed QSP score. The 4% penalty, as well as other available remedies, will apply.

## 3) Failure to meet other terms and conditions of the Agreement

The Service Provider also agrees to the other terms and conditions as described in the Agreement. Failure to meet these terms and conditions may result in termination.

### Emergency Response Consideration

It is understood that the Service Provider, at times, is required to reassign staff to respond to an emergency. In these cases, the area that had the reduced available staffing shall not be inspected for two days in order to give the Service Provider a chance to catch up on the cleaning of that area or facility.

### Team Approach

Milwaukee County views its relationship with the Service Provider as a team relationship. Therefore, if Milwaukee County Facilities Management and/or a third-party auditor are performing an occasional inspection, the Service Provider shall be invited to accompany them on the inspection.

### **Summary of Janitorial KPI's:**

- #1:** Conduct continual (minimum semi-monthly) Quality Inspections of all buildings
- #2:** Overall monthly Quality Success Percentage (QSP) score must be at least 85%
- #3:** Meet all other janitorial-related requirements as stated in the specification

**Penalties:** Failure to meet any one of the above KPI's for two consecutive months shall result in a penalty of 4% of the second month's invoice value. The penalty shall be continued for additional consecutive months of non-compliance. Repeated failure may result in contract termination. See above language for additional information.

## Quality Inspection Responsibility Matrix

The chart below summarizes the responsibilities of the various stakeholders relating to the monthly quality inspection process:

	Service Provider	Owner (County Personnel)	Program Support (Core Management Svcs)
Initial Smart Inspect™ set-up, configuration, training and implementation support	P	P	O
Develop inspection schedule and provide to Owner	O		
Conduct continual site inspections (minimum twice per month)	O	P	
Upload inspection results to quality website and area recommendations	O	P	
Follow-up with resolution planning	O	P	
Perform spot audits	P	O	
Present ongoing quality and deficiency-correction recommendations	O	P	
Provide ongoing support, re-training, calibration, report monitoring, performance criteria monitoring/communication and tech support	P	P	O

O - owner P - participant

## SUPPLIES / GREEN CLEANING / EQUIPMENT / TRAINING

During the term of the Agreement, Service Provider is required to submit quarterly reports proving the compliance with the supply and material purchasing requirements as stated in the Green Cleaning Guidelines (**Exhibit E**). These reports shall illustrate a breakout of sustainable/non-sustainable products, and reveal where the products were delivered and where they will be used. Reports must include cost and quantity breakdowns. Example reports are shown below:

Cleaning Supplies											
Item	Description	Manufacturer	Packaging/Unit	Delivery Location	Date	Building	Count	Cost Per Unit	Total	Total Cost/ Sustainable	Total Cost/ Non-Sustainable
							0.00	\$ -	\$ -	\$ -	\$ -
Neutral Cleaner	Neutral Cleaner	Ecolab	6/Cs				4.00	\$ 30.75	\$ 123.00	\$ 123.00	\$ -
							0.00	\$ -	\$ -	\$ -	\$ -
							0.00	\$ -	\$ -	\$ -	\$ -
							0.00	\$ -	\$ -	\$ -	\$ -
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At least 75% of the janitorial and consumable/paper products purchased per year (by cost) must meet at least one of the sustainability criteria listed in the Green Cleaning attachment.

A log book of up-to-date SDS sheets must be maintained for all chemicals and submitted / reviewed monthly with Milwaukee County.

The Service Provider shall also maintain and submit a quarterly training log and equipment maintenance/purchasing log. The training log shall list the employees, training topics covered and number of hours spent in training. A minimum of eight hours per year per employee is required. The equipment log shall show a current equipment list that details the make/model of equipment, year purchased and condition, along with a record of maintenance activities. At least 40% of all powered janitorial equipment (purchased, leased, or used by Service Providers) must meet the green cleaning criteria as described in **Exhibit E**. For existing equipment that does not meet the criteria, the Service Provider shall develop a phase-out plan for its replacement with environmentally preferable products at the end of its useful life.

#### Efficient Energy Usage

**It is extremely important that the Service Provider manually turn off all lights when they have completed the team cleaning of an area of a floor.** Tenants and County employees are encouraged to report occurrences of lights being left on. Each month, the Service Provider shall receive a warning for the first three occurrences of lights being left on. Each occurrence above and beyond the three per month shall result in a \$250 penalty.

#### **Summary of Supplies, Green Cleaning, Equipment, and Training KPI's:**

- #1:** Submit quarterly Supply and Chemical Reporting/Purchase Log
- #2:** Meet the minimum (75% by cost) purchasing sustainability requirements for chemicals, supplies and consumables. Submit supporting documentation
- #3:** Provide evidence of up-to-date SDS book
- #4:** Submit quarterly Equipment Log
- #5:** Meet the minimum (40% by cost) green cleaning equipment requirements, or submitting a phase-out plan for replacement of non-green equipment. Provide supporting documentation
- #6:** Submit quarterly Training Log and evidence of eight hours per year per employee of training
- #7:** Turn off all lights (especially in courtrooms) after cleaning in an area

**Penalties:** Failure to meet any one of KPI's #1 through #6 for two consecutive months shall result in a penalty of 10% of that month's supplies and equipment cost line items. The fine shall be continued for additional consecutive months of non-compliance. Failure to meet KPI #7 shall result in a \$250 penalty per each occurrence above the allowed three per month. Repeated failure may result in contract termination.

## **FLOOR CARE AND CARPET CARE SCHEDULE**

The Service Provider shall maintain an accurate and updated schedule for restorative floor care and carpet care. This schedule shall include tasks such as stripping and refinishing, scrubbing and recoating, carpet extraction, etc., and shall indicate planned dates and actual completion dates, by facility/area.

The Service Provider shall submit this schedule at least quarterly, or upon request by Milwaukee County. If the Service Provider is found lacking an updated floor care and carpet care schedule, the Service Provider shall receive a warning for the first occurrence and a \$500 penalty for each subsequent occurrence.

### **Summary of Floor Care and Carpet Care KPI's:**

**#1:** Maintain an accurate and updated schedule for restorative floor care and carpet care

**#2:** Submit this schedule at least quarterly, or upon request by Milwaukee County

**Penalties:** Failure to meet KPI #1 or #2 shall result in a \$500 penalty per each occurrence after the first warning. Repeated failure may result in contract termination.

### **4.3 Account Management**

Milwaukee County reserves the right to ask for team member changes at any time. Prior to bid award, Milwaukee County reserves the right to ask the Service Provider for its proposed Supervisory Staff (names, résumés, references, etc.). Service Provider shall put in place an Account Management Team that will have the responsibility to manage Milwaukee County account at all areas within the scope of this RFP. This Account Team shall consist of (but may not be limited to) the following individuals who will be responsible for the assignments designated below:

#### **Account Manager**

- **Account Manager must be fully dedicated to Milwaukee County** account if Service Provider bids on at least **500,000 square feet**
- Is available 24 hours, 7 days a week (as appropriate)
- Responds to emergencies within one hour
- Has ultimate responsibility for all activities within Milwaukee County account
- Functions as the primary contact with Milwaukee County and other key personnel as identified
- Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the Agreement
- Visits all Milwaukee County areas as appropriate
- Coordinates Milwaukee County's requirements within the Service Provider's organization consistent with Milwaukee County's needs and quality expectations

- Updates Milwaukee County on potential changes in products (cleaning and/or consumables), services and enhancements to the current program
- Provides Milwaukee County information on resources, educational opportunities and industry trends
- Assists Milwaukee County on other program requirements as directed
- Reports to Milwaukee County any complaints/requests, and/or special work assignments from the previous day that could not be performed. At the same time, the account manager will provide a written explanation as to the reason(s) why the task could not be accomplished as well as a detailed schedule when the task will be completed
- Accomplish occasional building cleanliness inspections. Account manager will immediately resolve any issues or problems discovered as a result of the inspection
- Interface with tenants / occupants on a regular basis regarding special requests and recent cleaning issues or problems
- Utilizes CMMS software for work order input, tracking and completion
- Review the janitorial work order log/report to ensure that all issues, requests and deficiencies have been resolved. Prepare a work list to ensure that tenant complaints/issues, special projects, and any other outstanding issues/tasks are completed satisfactorily
- Milwaukee County will provide office space as required for this individual.

#### **Supervisor(s)**

- Should Milwaukee County desire, the account manager and supervisor(s) shall make himself or herself available during non-business hours for a joint building inspection. The supervisor will maintain a notebook and make notes of all items brought to his or her attention, either through complaints or inspections and take the necessary action to correct them
- Coordinates and acknowledges all activities
- Complete quality inspection to ensure that occupant complaints, special projects, and periodic maintenance were completed satisfactorily
- Review project status and periodic maintenance status schedule for daily or nightly assignments
- Upon completion of employee's assignments, make sure employee signs out at the proper time and turns in security badge and keys. At this time, each employee is to report any special problems encountered in his/her respective areas
- Acts as a key interface with the County Facilities Management designee(s)
- Coordinates and tracks all activities ensuring compliance to agreed-upon schedules, requirements and quality expectations
- Coordinates all corrective activity
- Utilizes CMMS software for work order input, tracking and completion
- Performs quality audits
- Responds to calls within 10 minutes
- Perform regular inventory checks so as to maintain adequate paper product supply levels. In addition, prepare and submit purchase orders as needed for supplies

Make sure each crewmember understands his or her daily assignment, placing special emphasis on periodic maintenance, tenant complaints and special project assignments.

#### **4.4 Reporting**

The Service Provider must provide various management reports to Milwaukee County. The reports specified below represent the minimum reporting requirements. All reports shall be submitted to Milwaukee County Facilities Management team.

##### Daily

- Communicate all events and issues to designated Milwaukee County personnel, including: attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Service Provider shall be responsible to immediately notify security of any inappropriate or illegal activities that they witness while on site.

##### Quarterly

- A dashboard report showing high-level KPI's and data. For example: quality scores, supply/equipment purchase amounts and/or KPI's, training hours, and open action items
- A copy of the equipment, chemical and consumable supply logs, showing:
  - KPI's
  - Current YTD breakout % of sustainable vs. non-sustainable items (show cost and quantity subtotals)
  - Equipment purchases/repairs
  - Up-to-date chemical/equipment list
- Training logs, indicating topics covered and hours per employee
- Floor care and carpet care schedule. Schedule reports not received will indicate that work was not completed. Schedule may also include other project tasks
- Service Provider shall provide a report summarizing the status of open special projects / cleaning duties and restorative cleaning tasks

##### Annual Vendor Review

- Supplier shall provide Milwaukee County with:
  - Review of all KPI's
  - Status of Milwaukee County's major cleaning activities and projects
  - Cost saving and process enhancement opportunities
  - Industry trends and outlook

#### **4.5 Problem Resolution**

Service Provider shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by Milwaukee County's management team to have been performed unsatisfactorily, or missed, Service Provider shall

perform such task(s) to a satisfactory completion within twenty-four (24) hours of notice, at no additional charge to Milwaukee County.

#### **4.6 Service Provider Personnel**

The names and addresses of all contract employees shall be provided to the Contract Administrator prior to the start of work and immediately if changes in staffing occur.

The personnel employed by the Service Provider shall be capable employees, trained and qualified in janitorial and related work. All personnel will receive close and continuing first-line supervision by the Service Provider. Service Provider employees must wear identifiable uniforms (must be approved by Milwaukee County) and name tags (must include the Service Provider's name, the employee's full name and the employee's picture). All day porters and matrons shall wear the same shirt and pants combination uniforms. Service Provider employees must also wear proper Personal Protective Equipment (PPE) at all times where applicable. Service Provider shall supply all uniforms and PPE. Service Provider personnel shall sign in and out every day, with accurate records maintained by the Service Provider. The sign in/out sheet shall be made available to Milwaukee County upon request.

Personnel will be expected to deal with Milwaukee County client's employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from Milwaukee County employees, using available telephones for personal calls, arguing over controversial subjects, conducting outside business at Milwaukee County locations, using Milwaukee County equipment or supplies for personal reasons or to satisfy the requirements of this Agreement, or taking Milwaukee County materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone for any reason. Milwaukee County has the right to remove any personnel from its location at its judgment.

In addition, at times special circumstances may arise in which Milwaukee County would require a janitor's responsibilities to change for a short period of time. This could result in the janitor performing a function not normally within their job description. Service Provider must ensure that employees are flexible to be able to handle special circumstances as they arise.

Service Provider agrees that absenteeism of its employees shall not be an excuse for work not being performed. In the event an employee of Service Provider is sick or absent, Service Provider shall supply an adequate trained and uniformed replacement.

#### **4.7 Training**

Service Provider shall ensure that staff has received appropriate training for all services described herein. Training programs are to be approved by Milwaukee County. Evidence of training must be provided upon request of Milwaukee County. The training shall include, but is not be limited to:

- Environmental Health and Safety training
- Blood-borne pathogen training
- Appropriate chemical “hazard” communication training
- Workplace safety training
- Orientation to the area(s) being serviced
- Green Cleaning training

Service Provider shall provide all training at no additional cost to Milwaukee County. Service Provider shall provide evidence of initial training, as well as refresher training, at the discretion of Milwaukee County. As part of green cleaning best practices, the Service Provider shall provide at least eight hours per year of training for each janitor (must be documented and submitted with quarterly reports).

#### **4.8 Paper Products / Consumables / Trash Liners**

The Service Provider shall be responsible for providing all paper products, consumables and trash liners, to be included in the overall fixed price. These shall include, but not necessarily be limited to:

- Trash liners
- Paper towels
- Toilet tissue
- Hand soap
- Sanisac liners
- Feminine Products

Per USGBC requirements, disposable janitorial paper products, hand soap and trash bags must meet the minimum requirements (at least 75% by annual cost) of one or more of the following programs for the applicable product category:

- EPA comprehensive procurement guidelines, for janitorial paper;
- Green Seal GS-01, for tissue paper, paper towels and napkins;
- Environmental Choice CCD-082, for toilet tissue;
- Environmental Choice CCD-086, for hand towels;
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers;
- FSC certification, for fiber procurement;
- EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
- California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).

Service Provider shall provide Milwaukee County with quarterly reports indicating that the Service Provider is meeting the above requirements for the installation of paper products and

trash bags. These reports shall show a breakout of sustainable/non-sustainable products. See **Section 4.2** for sample reports.

In the **Pricing Workbook**, the Service Provider will find an area to bid consumables / paper products / trash liners. **All paper products must be sized to fit the dispensers at each respective location.** Milwaukee County must approve paper product selection prior to the start of the contract. Contractor is responsible for buying replacement dispensers for broken or damaged units but the County will be responsible to install replacement units.

A current consumable product list, and recent annual usage, is located in **Exhibit F**.

Service Provider will implement an inventory control program and provide Milwaukee County with quarterly reports on usage, current inventory, shrinkage and future requirements. Milwaukee County reserves the right at any time to eliminate Service Provider's responsibility for supplying any or all of the consumable restroom supplies listed in Exhibit F. At such time, Milwaukee County would directly purchase the required supplies and provide them to Service Provider for distribution and use throughout the project scope.

**NOTE: The population levels of the facilities are as follows:**

- Courthouse / Criminal Justice Facility / Safety Building – 4244 Employees/Visitors
- Medical Examiner's Office – 15 Employees
- Vel Phillips Juvenile Justice Center – 520 Employees
- Children's Adolescent Treatment Center – 125 Employees
- Parks Administration Building – 150 Employees
- Marcia P. Coggs Human Service Center – 476 Employees
- Facilities Management West – 30 Employees
- Fleet Highway Management – 100 Employees

#### **4.9 Chemicals**

The Service Provider shall be responsible for providing all cleaning chemicals and supplies, to be included in the overall fixed price.

Service Provider will comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at Milwaukee County. The Service Provider will also provide the Property Manager composite manuals on all SDS. The SDS shall be kept current. Upon request, the Service Provider shall submit a written list of all supplies with attached SDS intended for use in the property. All chemicals and supplies brought on-site by Service Provider must be properly labeled and stored according to OSHA regulations. All cleaning products and supplies shall follow the green cleaning guidelines stated in **Exhibit E: Green Cleaning Guidelines**. Cleaning supplies and chemicals shall be discussed during the annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning.

In no event, shall materials be of a type, or used in quantities or by methods, that will damage the scope of work or equipment or that will cause any increase of premiums for the insurance of the building or premises, or any part, above the lease hazardous rate.

Service Provider shall provide Milwaukee County with quarterly reports supporting the Service Provider's efforts in meeting the above guidelines for the purchase of chemicals and supplies (this can be done via an up-to-date log book). These reports shall show a breakout of sustainable/non-sustainable products, and reveal where the products were delivered and where they will be used.

The Service Provider shall work with Milwaukee County on an ongoing basis to test new cleaning supplies, methods, processes and consumables to develop program improvements.

#### 4.10 Equipment

Service Provider shall be responsible for providing and maintaining all equipment and related items for Milwaukee County Facilities Management Division. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated area(s) when Service Provider's personnel have completed their task. At the onset of the Agreement, Service Provider will provide Milwaukee County with a list of equipment to be used at the project. This list must be maintained and updated throughout the life of the Agreement and shared with Milwaukee County upon request. Milwaukee County reserves the right to require specific equipment to be utilized to preserve building finishes. Service Provider will be responsible for any repairs as a result of misuse or negligence.

Service Provider's equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, if performed during office hours.

Milwaukee County is interested in proposals that include the use of Kaivac equipment for appropriate public restrooms.

Service Provider shall begin the Agreement with **all new or like-new equipment**. Service Provider shall propose **ride-on and high efficiency equipment** for areas that would benefit from these equipment types. Gas power equipment may not be stored inside any facility. See **Exhibit E: Green Cleaning Guidelines** for more equipment-related details and guidelines.

#### 4.11 Green Cleaning

To demonstrate its commitment to sustainable greening of its facilities, Milwaukee County supports efforts toward a comprehensive green cleaning program. Milwaukee County encourages the Service Provider to perform green cleaning in accordance with the program listed in **Exhibit E: Green Cleaning Guidelines**, which is a comprehensive green cleaning program that reflects the criteria in USGBC's LEEDv4 EB O&M system. The Service Provider is encouraged to propose its own "Green" program, explaining how it can help

Milwaukee County move toward a more sustainable cleaning operation. Additionally, the Service Provider shall submit quarterly Cleaning Supplies, Equipment and Materials reports indicating its efforts to comply with green cleaning guidelines

#### **4.12 Day Porters / Matrons**

The Service Provider shall provide Milwaukee County with janitorial day porters and/or matrons. See **Exhibit D: Site-Specific Specification**, for required day porter staffing levels. **The Service Provider must include this same exact level of day porters in its Pricing Workbook.**

The day porters/matrons shall perform tasks such as:

- Policing the restrooms, elevators, lobby, concourse, stairwells, entrances and exterior areas
- Perform special services and events at the direction of Milwaukee County, including the prompt response and clean-up necessitated by bio-hazard incidences
- Provide support for special events
- See the “Standard Cleaning Specification” and Site-Specific Specification (Exhibit D) for more information

These services will be required from 7:00 a.m. to 4:00 p.m., or as Milwaukee County may wish to assign them. The Criminal Justice Facility for example requires an 8 hour porter for Saturday and Sundays in addition to Monday through Friday. These requirements shall be considered part of the total proposal of cost.

Milwaukee County reserves the right to adjust the contract by adding or removing day porters, per the service Provider’s proposed costs in the Miscellaneous Pricing section of the Pricing Workbook in Exhibit C.

#### **4.13 Scheduling of Cleaning**

The majority of the cleaning duties are to be performed on second shift, Monday through Friday. The first shift shall include only the day porters/matrons.

Milwaukee County is closed for seven holidays each year (see list in Section 4.1). Routine janitorial and day porter duties are not required during these holidays.

Milwaukee County reserves the right switch to day cleaning during the term of the agreement. In this event, the contract pricing shall be adjusted according to the “Day Cleaning Alternate” costs submitted in the Pricing Workbook.

##### Site-Specific Consideration

- Criminal Justice Facility (Intake Court) requires one day porter for Saturday and Sunday, 8 hours per day, to be included in the fixed price base contract

- Fleet Highway Facility requires comprehensive additional cleaning performed during the winter months, which shall be treated as extra work. This is NOT to be included in the fixed price base contract. Rather, the Miscellaneous Pricing tab of the Pricing Exhibit shall apply to this ramped-up winter service

#### **4.14 Communication**

Service Provider shall provide smart phones for the account manager and supervisors.

Milwaukee County requires the Service Provider to include an internet-based CMMS or Work Order Management system in its proposal, for tracking of issues, complaints and requests. **This program must be available to Milwaukee County employees to use, and must be included in Service Provider's base contract price.**

#### **4.15 6-Month Recovery Cleaning Plan**

Milwaukee County recognizes the need for initial "recovery cleaning", whereby the successful Service Provider provides initial ramped-up service and labor to bring the facilities up to a maintainable standard. Recovery cleaning must be performed during the initial 6 months of the resulting janitorial agreement. The Service Provider shall include the cost of this recovery cleaning within the appropriate line item of the Pricing Workbook.

#### **4.16 Security**

Service Provider shall perform its standard employment screening at no additional cost to Milwaukee County (including criminal background investigation). Service Provider shall perform a criminal background investigation on any Service Provider personnel who performs services for Milwaukee County within four weeks before beginning an assignment at Milwaukee County, and shall certify to Milwaukee County that no such personnel has any criminal background that would render such personnel not bondable as an employee according to customary bond underwriting criteria. Background check results for each employee shall be provided to Milwaukee County. Milwaukee County reserves the right to review these records.

Service Provider will be responsible for turning off all lights and securing all prescribed interior doors and exterior entrances upon completion of work assignments.

When notified by Milwaukee County of an act of theft or dishonesty by Service Provider personnel, and such act is not reasonably in dispute, Service Provider shall immediately reimburse Milwaukee County for the amount of Milwaukee County's resulting loss without waiting for any potential reimbursement or recovery from Service Provider's fidelity carrier. Service Provider will remove any Service Provider personnel from assignment at Milwaukee County that are deemed by Milwaukee County to be unsatisfactory for any reason.

Service Provider represents and warrants that all Service Provider employees designated to perform services at Milwaukee County are either citizens or legally eligible to work in the

United States. Service Provider shall utilize e-verify or similar services to verify this requirement is met. Service Provider also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

Service Provider shall be responsible for use of all keys and security access cards issued. Under no circumstances shall Service Provider employees admit anyone to areas controlled by a key in their possession. Such requests shall be referred to the Facilities Management staff. On occasion, certain areas, which are normally open for cleaning, may be secured. In such a situation cleaning shall take place only upon request of Facilities Management staff.

Service Provider shall not duplicate any keys for premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to or requested of the Facilities Management. To avoid the possibility of tracing lost keys to the premises, the Service Provider shall not put identification on any keys. Replacement keys, changing the building locks, re-coding the security alarm and cards are provided to vendor for a replacement fee.

#### **4.17 Work Rules**

Employees of Service Provider shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, or tamper with other personal or County property. Additionally, the Service Provider shall require employees to adhere to the following work rules:

- Turn off lights upon completion of cleaning operations (see Section 4.2 for KPI's related to lights)
- Minimum lights will be used in the process of cleaning
- Do not read or remove any materials left on desks, file cabinets, etc.
- Do not remove anything from the facilities which is personal or Milwaukee County property
- Do not smoke in the buildings
- Do not use County telephones or computers for personal calls or use
- Do not open drawers, doors, etc. of office furniture
- Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs
- Do not operate or tamper with copiers, any office machines or equipment
- Wear proper attire
- Security check doors and windows
- Do not enter any off-limit areas
- Take breaks in designated areas only. No breaks are allowed in any tenant-occupied space at any time. No breaks at desks or office area lunch/break areas
- Service Provider is responsible for any costs or liability incurred as a result of the loss or misuse of facility keys
- Service Provider's personnel shall leave the premises with all perimeter doors locked upon leaving the building. Service Provider will leave all office doors,

conference room doors, kitchen doors, storage doors, etc. in the condition specified by the occupants in each area

#### **4.18 Language Requirements**

All Supervisors and management must be able to speak, read and write fluent English.

#### **4.19 Extra Duties during Winter Months**

The entrances, lobbies and first floor corridors shall receive additional attention and detail cleaning during winter months and inclement weather (typically November through April), to include additional mat cleaning, floor care and carpet care.

#### **4.20 Bio-Hazard Services**

The Service Provider shall provide Milwaukee County with adequate staffing to complete cleaning and disinfecting services of bio-hazard incidents as they occur. This is to include, but is not limited to: blood spills, vomit and other bodily fluids/waste. These services shall be conducted in accordance with current OSHA and Milwaukee County standards. Disposal of the contaminated materials associated with these cleanings will be conducted in accordance with current OSHA and DOT standards and regulations.

#### **4.21 Extra Services**

It is imperative that the Service Provider adequately provide coverage for events and extra services when requested by Milwaukee County. The Service Provider shall support the events and perform extra services per Milwaukee County's instructions, which may include set-ups, tear downs, pre-cleaning, mid-event cleaning and post-event clean-up activities, sometimes on very short notice. The Service Provider shall strive to always cover these events with the regularly scheduled day porters. At times, overtime hours will be needed to assist with events and special services, and the Service Provider shall invoice for these extra, unanticipated duties via pre-established all-inclusive hourly price for extra work (included in the Pricing Workbook). This hourly rate ONLY applies to events and extra services that require overtime or extra labor hours.

#### **4.22 Alternate Pricing**

Service Provider shall provide alternate pricing (see Pricing Workbook) for two alternate specification options:

- Elimination of deskside trash / recycle collection (trash / recycle would only be collected in centrally located bins)
- Reduction of office cleaning and office trash collection from daily to weekly

Milwaukee County reserves the right to implement these alternative specification options at any time during the term of the agreement.

#### **4.23 Adding to the Scope of Work**

At the sole discretion of Milwaukee County, additional duties or facilities may be added to the scope of this Agreement. When such an occasion occurs, the Service Provider shall be required to submit a formal proposal and full disclosure Pricing Workbook that specifies the proposed staffing levels and cost. Milwaukee County will compare the proposed price per square foot against the price per square foot of similar, current buildings or industry benchmarks for validation. The Service Provider will be given at least 14 calendar days advance notice before the area requirements of this agreement are increased.

#### **4.24 Adding / Removing Square Footage**

The Service Providers shall submit pricing and staffing levels based on fully occupied facilities. Within the Pricing Workbook the Service Provider shall include a monthly price per square foot for space that is added or deleted. This price per square foot shall be multiplied against that month's added or removed footage to determine the monthly dollar amount to add or subtract from the total invoice value.

#### **4.25 Mat Cleaning**

Interior and exterior matting shall be cleaned as required. Mats requiring replacement shall be brought to the attention of the County Facilities Management. The Service Provider shall not be responsible for mat replacement. Milwaukee County reserves the right to change this practice during the term of the agreement.

#### **4.26 Perimeter Glass**

Cleaning of exterior perimeter glass shall not be included in the agreement, except for door glass and adjacent entrance glass/lobby. All interior glass is included in the scope of work, as indicated in the **Cleaning Specifications (Section 7: Exhibit D)**.

#### **4.27 Vehicles**

Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification. The Pricing Workbook contains line items relating to vehicle and fuel costs. The Service Provider must complete these line items as part of its proposal response.

Vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the Service Provider. Service Provider is responsible for all fuel. Service Provider shall provide a substitute vehicle within eight (8) hours of any vehicle being removed from service for any reason.

#### **4.28 Waste Removal**

Service Provider shall facilitate Milwaukee County's current waste recycling program that requires each Milwaukee County agency to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose. The Service Provider shall empty recyclable and non-recyclable waste into designated containers.

All wastepaper/wet trash shall be removed from the building each night and deposited in the appropriate waste container/compactor in such a manner as to allow the trash contractor to pick it up.

Service Provider shall take recyclable materials to the loading dock and dispose in designated recycling dumpster. Recycling procedures at each facility will be communicated in detail to Service Provider. Some facilities recycle newspaper, magazines, bottles, cans, and plastic containers. Collection containers are located throughout the facility. These containers must be checked daily. If containers are full, Service Provider shall take recycled materials to designated area for pick-up. Service Provider must comply with all local and state ordinances set forth by each jurisdiction. Service Provider will make a good faith effort to monitor the effectiveness of the facility's recycling programs and make suggestions for improvements, where applicable. Service Provider shall use collection containers marked with the word "Recycling" when collecting recyclable materials in Milwaukee County's facilities.

Security officers shall have the right to stop Service Provider's personnel to check all waste removal to provide a deterrent to theft.

#### **4.29 Snow Removal**

Snow removal is NOT included in the janitorial service contract.

## **5 TERMS AND CONDITIONS**

### **5.1 Standard Master Services Agreement**

Milwaukee County's Standard Service Contractor Agreement (see **Exhibit G**) shall govern this contract and must be accepted by the Service Provider.

## 6 PRICING

### 6.1 General Assumptions

- Milwaukee County assumes that the prices listed in the Service Provider's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. Milwaukee County expects to work together with the Service Provider to continually identify opportunities to achieve cost reductions.
- Milwaukee County will not accept any additional charges other than those indicated in the Pricing Workbook of the Service Provider's proposal.
- Prompt payment discounts will be viewed favorably.
- The Service Provider's proposed pricing shall incorporate anticipated changes to wages or benefits within each contract year, and must include the County Minimum Wage ordinance. Therefore, Service Provider's proposed pricing shall include blended rates for each contract year that account for any increases during that year.
- Contract is being bid as a Fixed-Price contract and will remain fixed for the entire term of agreement. Pricing increases shall not be granted, except in cases of new legislation affecting the minimum wage or benefits

### 6.2 General Instructions for Completing the Pricing Workbook (Exhibit C)

- Use MS EXCEL version 2003 or later. Do NOT submit as PDF
- The Service Provider shall only complete those cells with **blue font**. All other cells are generated by automatic formulas. All pink and green tabs must be completed, including the Pricing Assumptions, Miscellaneous Pricing, Alternate Specs, and Day Cleaning Alternate tabs. The blue "Rollup" tab is generated from automatic formulas and no user input is needed.
- Any cell left blank shall be assumed to be a no-bid for that particular product or service.
- The Service Provider may be liable for any costs incurred by Milwaukee County as a result of a virus being passed through an infected file.
- It shall be assumed that the pricing submitted by each Service Provider is sufficient to cover all specifications, terms and conditions described in this Request for Proposal.

- Project Public Files changed
- Project Requested Information changed
- Please see Exhibit A.2 for full ordinance disclosure

## **Addendum #2 – Minimum Wage**

Tuesday, December 13, 2016

A new Exhibit H.10 Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Exhibit H-10rev).pdf has been posted and revisions below are made to this RFP.

On November 3, 2016 the Milwaukee County Board made approved changes to Milwaukee County General Ordinances Chapter 111 Minimum Wage.

A copy of original ordinance and November 2016 approved changes are attached to this addendum.

Primary change affecting this RFP is the establishment of revised new minimum wage rates required for this acquisition and any resulting contract.

Revised that minimum wages are now:

*Living wage* means a minimum hourly wage rate equal to one hundred 156 percent (100%) of the poverty income level set forth annually by the U.S. 157 Department of Health and Human Services for a family of four (4) divided 158 by two thousand eighty (2,080) hours, through December 31, 2016.; and 159 *living wage* means:

- (1) Effective January 1, 2017, \$12.35 per hour;
- (2) Effective January 1, 2018, \$13.01 per hour;
- (3) Effective January 1, 2019, \$13.67 per hour;
- (4) Effective January 1, 2020, \$14.34 per hour;
- (5) Effective January 1, 2021, \$15.00 per hour;
- (6) Effective January 31, 2022, and every January 31 thereafter, an amount determined by the Department of Administrative Services, increased to reflect the rate of inflation for the previous calendar year, as calculated to the nearest cent, provided that in no case shall the wage be set at a level below the wage for the previous year.

A four-day question period will be reopened for questions related to this addendum alone.

A new Exhibit H.10 Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Exhibit C1).pdf has been posted and must be submitted as a matter of responsiveness to RFP.

1  
2  
3 A resolution/ordinance by Supervisors Nicholson, Dimitrijevic, Taylor (2), Johnson, Jr.,  
4 Moore Omokunde, and Haas, amending Sections 111.02 and 111.03(1) of the  
5 Milwaukee County Code of General Ordinances, by generating a pay scale which  
6 adjusts the Milwaukee County (the County) minimum wage on an annual basis,  
7 establishing a minimum wage of \$15 per hour for service, concession, lease, and  
8 financial assistance agreements publicly funded by the County by the year 2022, by  
9 recommending adoption of the following:

10  
11 **A SUBSTITUTE RESOLUTION/ORDINANCE**  
12

13 WHEREAS, Milwaukee County (the County) confronts a crisis of living wage jobs  
14 and economic inequality for all working people, particularly acute and intense for people  
15 of color, demanding action for good jobs and economic justice; and  
16

17 WHEREAS, the County formerly ranked amongst the best communities in the  
18 nation for people of color and their families at a time when working class people had  
19 access to living wage employment; and  
20

21 WHEREAS, the County now ranks amongst the worst communities in the nation  
22 for people of color and their families as living wage employment disappeared, replaced  
23 by an explosion of low-wage jobs; and  
24

25 WHEREAS, real wages, real income, and living standards have been stagnant  
26 for more than three decades, declining for the bottom end of the labor market that has  
27 grown dramatically, with more than 40 percent of all employment found in occupations  
28 paying less than \$15 per hour that will within five years comprise half of all employment;  
29 and  
30

31 WHEREAS, a movement of organized working people in a previous generation  
32 transformed underpaid, unappreciated jobs of the day into family-supporting  
33 employment through collective bargaining and public policies that lifted wages, the likes  
34 of which once benefited the working class people of the County, including and  
35 especially people of color; and  
36

37 WHEREAS, the underpaid, unappreciated jobs of today can and must be  
38 transformed into family-supporting employment just as these poverty-trapping and  
39 economy hindering jobs were transformed in a previous generation, and a nationwide  
40 movement for living wages and workers' rights has emerged fighting for \$15 per hour  
41 wages and union recognition, calling the question on elected officials for action on  
42 policies to address demands broadly supported by the public; and

WHEREAS, had minimum wage kept pace with its relation to median wages it would be over \$16 per hour and had minimum wage kept pace with productivity gains, what working people contribute to a growing economy, it would be over \$20 per hour; and

WHEREAS, though the Federal and State governments should establish a minimum wage of \$15 per hour, policy-makers have not taken action so local governments like the County must take the lead in establishing a minimum wage of \$15 per hour for all workers impacted by service, concession, lease, and financial assistance agreements publicly funded by the County, including the types of underpaid, unappreciated jobs that characterize the crisis of good jobs and economic and racial injustice in the County, and in establishing a community standard for all otherwise low-wage employment; and

WHEREAS, while the County adopted a "living wage" ordinance in 2014 that today amounts to \$11.68 per hour, since then the "Fight for Fifteen" movement has won victories nationwide establishing a wage standard that will bring roughly twenty percent of otherwise low-wage workers up to a minimum of \$15 per hour; and

WHEREAS, the Committee on Finance and Audit, at its meeting of October 31, 2016, recommended adoption of this resolution/ordinance (vote 7-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors (County Board) hereby establishes a policy of paying a minimum wage of \$15 per hour for all workers who can be impacted by its policies; and

BE IT FURTHER RESOLVED, the County Board hereby amends Chapter 111 of the Milwaukee County Code of General Ordinances by adopting the following:

### **AN ORDINANCE**

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

**SECTION 1.** Chapter 111 of the Milwaukee County Code of General Ordinances is hereby amended as follows:

#### **111.02. - Definitions.**

For all agreements covered under this chapter, the following definitions shall apply:

(a) *Service contract* means an agreement between the county or related entity and another party that provides a set of services defined in MCGO 32.20(17), as well as personal care, or supportive home care provided to persons with disabilities or the frail elderly by preferred provider.

(1) Service contracts do not include:

- 89 i. Purchase of goods or commodities or its delivery.
- 90 ii. Equipment lease and maintenance.
- 91 iii. Professional services contracts.
- 92 iv. Contracts with any school district, municipality, or any other governmental
- 93 unit.
- 94 v. Contracts in which state or federal funder has a prevailing wage
- 95 requirement.
- 96 vi. Contracts for family care other than preferred provider agencies that
- 97 exclusively contract with Milwaukee County to provide personal care and
- 98 supportive home care.
- 99 vii. Contracts procured under Milwaukee County Ordinance Chapter 46.
- 100
- 101 (b) *Concession agreement* means an agreement between the county or related entity
- 102 and another party to allow the organization exclusive or semi-exclusive right to
- 103 operate a particular enterprise usually making use of some resource of the county or
- 104 related entity requiring payment to the county or related entity fees, rent, or
- 105 percentage of revenues derived from the particular enterprise; airport concessions
- 106 are included as defined by Milwaukee County Ordinance 42.02(1)(c). ~~Airport~~
- 107 ~~concessionaires are exempted from the provisions of this chapter for any contracts~~
- 108 ~~executed prior to January 1, 2017.~~
- 109
- 110 (c) *Lease* means an agreement between the county or related entity as lessor and
- 111 another party as lessee to provide exclusive use of real property, a particular asset
- 112 or resource in exchange for rental payments or a fee, and which involves financial
- 113 assistance consistent with s. 104.011(3), Wis. Stats. The following leases are
- 114 exempted:
- 115
- 116 (1) *Cultural institutions*: Leases with institutions including the Fund for the
- 117 Arts/CAMPAC, Milwaukee County Historical Society, Milwaukee County
- 118 Federated Library System, Marcus Center, Milwaukee Public Museum,
- 119 Charles Allis and Villa Terrace Museums, War Memorial Center, Milwaukee
- 120 Art Museum, and any other cultural organization that receives contributions
- 121 from Milwaukee County.
- 122 (2) *Nonprofit*: Leases with nonprofit corporations, unless the nonprofit corporation
- 123 passes through to a for-profit entity an amount greater than or equal to one
- 124 million dollars (\$1,000,000.00) in which case the for-profit entity shall be
- 125 subject to this chapter as a subcontractor as in 111.03(1)(b).
- 126 (3) *Other local units of government*: Leases with any school district, municipality
- 127 or any other governmental or quasi-governmental unit.
- 128
- 129 (d) *Economic development financial assistance* means any form of assistance,
- 130 consistent with s. 104.001(3), Wis. Stats., of an amount greater than or equal to
- 131 one million dollars (\$1,000,000.00), provided to a recipient directly by the county
- 132 in the form of loan rates below those commercially available, loan forgiveness or
- 133 guarantees, bond financing or forgiveness, leases of land or real property or
- 134 other assets for an amount below fair market value, or grants of land or real

property, or other valuable consideration, or any other assets provided to develop real property, to foster economic development or to create or retain jobs or for other similar purposes which inure to the benefit of the recipient. The following are exempted:

- (a) *Nonprofit corporations*: Economic development financial assistance provided to nonprofit corporations, unless the nonprofit corporation passes through to a for-profit entity an amount greater than or equal to one million dollars (\$1,000,000.00) in which case the for-profit entity shall be subject to this chapter as a subcontractor as in 111.03(1)(b).
- (b) *Cultural institutions*: Economic development financial assistance to the Fund for the Arts/CAMPAC, Milwaukee County Historical Society, Milwaukee County Federated Library System, Marcus Center, Milwaukee Public Museum, Charles Allis and Villa Terrace Museums, War Memorial Center, Milwaukee Art Museum, and any other cultural organization that receives contributions from Milwaukee County.
- (c) *Other units of government*: Economic development financial assistance provided to any school district, municipality or any other governmental or quasi-governmental unit.
- (d) *Sale of land/assets*: Sales of land or real property assets.
- (e) *Living wage* means a minimum hourly wage rate equal to one hundred percent (100%) of the poverty income level set forth annually by the U.S. Department of Health and Human Services for a family of four (4) divided by two thousand eighty (2,080) hours, through December 31, 2016.; and *living wage* means:
  - (1) Effective January 1, 2017, \$12.35 per hour;
  - (2) Effective January 1, 2018, \$13.01 per hour;
  - (3) Effective January 1, 2019, \$13.67 per hour;
  - (4) Effective January 1, 2020, \$14.34 per hour;
  - (5) Effective January 1, 2021, \$15.00 per hour;
  - (6) Effective January 31, 2022, and every January 31 thereafter, an amount determined by the Department of Administrative Services, increased to reflect the rate of inflation for the previous calendar year, as calculated to the nearest cent, provided that in no case shall the wage be set at a level below the wage for the previous year.

- (f) *Contractor* means a person or an entity that has a service contract, lease, or concession agreement with Milwaukee County covered under this chapter.
- (g) *Subcontractor* means a person or an entity:
- 1) Having an agreement or arrangement with a contractor to perform some aspect of a service contract ~~furnish a service~~ for the benefit of Milwaukee County that would be covered under this chapter; or,
  - 2) Having an agreement or arrangement with a contractor to operate on a property that is subject to a lease or concession agreement with Milwaukee County that would be covered under this chapter; or,
  - 3) Purchasing or leasing from a recipient of financial assistance; or, managing or operating an enterprise employing people on the premises of property developed or improved as a result of financial assistance.
- (h) *Recipient* means a person or entity receiving economic development financial assistance as defined in 111.02(d) but does not include a person or entity indirectly benefiting from incidental effects of county policies, regulations or ordinances.
- (i) *Rate of inflation* means the percentage change from one year to the next in the average annual All Items Consumer Price Index for All Urban Consumers for the Midwest census region ("the average annual Midwest CPI-U"), or a successor index, as published by the U.S. Department of Labor, Bureau of Labor Statistics in January of each year covering the previous calendaryear.

**111.03(1). - Standards requirement.**

- (1) All employees performing part or full time work for a contractor, subcontractor, lessee or recipient of economic development financial assistance covered under this chapter and all direct employees of the county, shall be paid the minimum wage rate defined in chapter 111.02(e), except as provided in subsection (c) of this section.
- (a) Tipped employees, employees paid on commission, or employees whose compensation consists of more than hourly wages shall be paid an hourly wage, when coupled with the other compensation, that will at least equal the minimum wage rate. The value of meals or lodging shall be calculated pursuant to Chapter DWD 272, Wisconsin Administrative Code.

- 223 (b) Contractors and subcontractors as defined in chapter 111.02(g)(1) and (2)  
224 shall be subject to the requirements of this chapter for the duration of the  
225 agreement with the county. Employees of contractors and subcontractors  
226 shall be covered under the requirements of this chapter for the hours  
227 worked in performance of covered agreements.  
228
- 229 (c) Recipients of economic development financial assistance and  
230 subcontractors as defined in chapter shall:  
231 i. Be subject to the requirements of this chapter for a period equal to  
232 one (1) year for every one hundred thousand dollars (\$100,000.00)  
233 provided in economic development financial assistance, rounded to  
234 the nearest whole year; and employees of such recipients and  
235 subcontractors shall be covered under the requirements of this  
236 chapter for work performed on the premises of a project benefiting  
237 from financial assistance.  
238
- 239 (d) Minimum wage rate requirement will be updated annually on the last  
240 business day of February, effective through December 31, 2016;  
241 thereafter the minimum wage requirement will be updated annually  
242 according to the schedule in chapter 111.02(e).  
243

244 **SECTION 2.** The provisions of this Ordinance shall become effective upon passage and  
245 publication.  
246

247  
248 jmj  
249 10/31/16  
250 S:\Committees\2016\Oct\FA\Resolutions\16-609.docx

## Chapter 111 - MINIMUM WAGE

### 111.1. - Policy.

It shall be the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall be subject to the requirements of this chapter, a minimum wage ordinance, as below. This minimum wage ordinance shall apply to all contractors, subcontractors, and recipients of financial assistance as defined herein party to an agreement covered under this chapter with any Milwaukee County unit, division, office, department, or sub-unit thereof, and Milwaukee County quasi-public entity including:

- (a) A service contract as defined in MCGO 32.20(17), or an agreement to provide personal care and supportive home care to persons with disabilities or the frail elderly provided by agencies that exclusively contract with Milwaukee County, involving an amount greater than or equal to twenty thousand dollars (\$20,000.00); and,
- (b) A lease agreement involving county funding or a public asset involving an amount greater than or equal to twenty thousand dollars (\$20,000.00); and,
- (c) A concession agreement involving an amount greater than or equal to twenty-thousand dollars (\$20,000.00); and,
- (d) Economic development financial assistance involving an amount of financial assistance from the county greater than or equal to one million dollars (\$1,000,000.00).

### 111.2. - Definitions.

For all agreements covered under this chapter, the following definitions shall apply:

- (a) *Service contract* means an agreement between the county or related entity and another party that provides a set of services defined in MCGO 32.20(17), as well as personal care, or supportive home care provided to persons with disabilities or the frail elderly by preferred provider.
  - (1) Service contracts do not include:
    - i. Purchase of goods or commodities or its delivery.
    - ii. Equipment lease and maintenance.

- iii. Professional services contracts.
  - iv. Contracts with any school district, municipality, or any other governmental unit.
  - v. Contracts in which state or federal funder has a prevailing wage requirement.
  - vi. Contracts for family care other than preferred provider agencies that exclusively contract with Milwaukee County to provide personal care and supportive home care.
  - vii. Contracts procured under Milwaukee County Ordinance Chapter 46.
- (b) *Concession agreement* means an agreement between the county or related entity and another party to allow the organization exclusive or semi-exclusive right to operate a particular enterprise usually making use of some resource of the county or related entity requiring payment to the county or related entity fees, rent, or percentage of revenues derived from the particular enterprise; airport concessions are included as defined by Milwaukee County Ordinance 42.02(1)(c). Airport concessionaires are exempted from the provisions of this chapter for any contracts executed prior to January 1, 2017.
- (c) *Lease* means an agreement between the county or related entity as lessor and another party as lessee to provide exclusive use of real property, a particular asset or resource in exchange for rental payments or a fee, and which involves financial assistance consistent with s. 104.011(3), Wis. Stats. The following leases are exempted:
- (1) *Cultural institutions*: Leases with institutions including the Fund for the Arts/CAMPAC, Milwaukee County Historical Society, Milwaukee County Federated Library System, Marcus Center, Milwaukee Public Museum, Charles Allis and Villa Terrace Museums, War Memorial Center, Milwaukee Art Museum, and any other cultural organization that receives contributions from Milwaukee County.
  - (2) *Nonprofit*: Leases with nonprofit corporations, unless the nonprofit corporation passes through to a for-profit entity an amount greater than or equal to one million dollars (\$1,000,000.00) in which case the for-profit entity shall be subject to this chapter as a subcontractor as in 111.03(1)(b).
  - (3) *Other local units of government*: Leases with any school district, municipality or any other governmental or quasi-governmental unit.
- (d) *Economic development financial assistance* means any form of assistance, consistent with s. 104.001(3), Wis. Stats., of an amount greater than or equal to one million dollars (\$1,000,000.00), provided to a recipient directly by the county in the form of loan rates below those commercially available, loan forgiveness or guarantees, bond financing or forgiveness, leases of land or real property or other assets for an amount below fair

market value, or grants of land or real property, or other valuable consideration, or any other assets provided to develop real property, to foster economic development or to create or retain jobs or for other similar purposes which inure to the benefit of the recipient. The following are exempted:

- (a) *Nonprofit corporations*: Economic development financial assistance provided to nonprofit corporations, unless the nonprofit corporation passes through to a for-profit entity an amount greater than or equal to one million dollars (\$1,000,000.00) in which case the for-profit entity shall be subject to this chapter as a subcontractor as in 111.03(1)(b).
- (b) *Cultural institutions*: Economic development financial assistance to the Fund for the Arts/CAMPAC, Milwaukee County Historical Society, Milwaukee County Federated Library System, Marcus Center, Milwaukee Public Museum, Charles Allis and Villa Terrace Museums, War Memorial Center, Milwaukee Art Museum, and any other cultural organization that receives contributions from Milwaukee County.
- (c) *Other units of government*: Economic development financial assistance provided to any school district, municipality or any other governmental or quasi-governmental unit.
- (d) *Sale of land/assets*: Sales of land or real property assets.
- (e) *Living wage* means a minimum hourly wage rate equal to one hundred percent (100%) of the poverty income level set forth annually by the U.S. Department of Health and Human Services for a family of four (4) divided by two thousand eighty (2,080) hours.
- (f) *Contractor* means a person or an entity that has a service contract, lease, or concession agreement with Milwaukee County covered under this chapter.
- (g) *Subcontractor* means a person or an entity:
  - (1) Having an agreement or arrangement with a contractor to furnish a service for the benefit of Milwaukee County that would be covered under this chapter; or,
  - (2) Having an agreement or arrangement with a contractor to operate on a property that is subject to a lease or concession agreement with Milwaukee County that would be covered under this chapter; or,
  - (3) Purchasing or leasing from a recipient of financial assistance; or, managing or operating an enterprise employing people on the premises of property developed or improved as a result of financial assistance.

(h) *Recipient* means a person or entity receiving economic development financial assistance as defined in 111.02(d) but does not include a person or entity indirectly benefiting from incidental effects of county policies, regulations or ordinances.

111.3. - Standards requirement.

- (1) All employees performing part or full time work for a contractor, subcontractor, lessee or recipient of economic development financial assistance covered under this chapter and all direct employees of the county, shall be paid the minimum wage rate defined in chapter 111.02(e), except as provided in subsection (c) of this section.
  - (a) Tipped employees, employees paid on commission, or employees whose compensation consists of more than hourly wages shall be paid an hourly wage, when coupled with the other compensation, that will at least equal the minimum wage rate. The value of meals or lodging shall be calculated pursuant to Chapter DWD 272, Wisconsin Administrative Code.
  - (b) Contractors and subcontractors as defined in chapter 111.02(g)(1) and (2) shall be subject to the requirements of this chapter for the duration of the agreement with the county. Employees of contractors and subcontractors shall be covered under the requirements of this chapter for the hours worked in performance of covered agreements.
  - (c) Recipients of economic development financial assistance and subcontractors as defined in chapter shall:
    - i. Be subject to the requirements of this chapter for a period equal to one (1) year for every one hundred thousand dollars (\$100,000.00) provided in economic development financial assistance, rounded to the nearest whole year; and employees of such recipients and subcontractors shall be covered under the requirements of this chapter for work performed on the premises of a project benefiting from financial assistance.
  - (d) Minimum wage rate requirement will be updated annually on the last business day of February.
- (2) Excluded employees:
  - (a) The provisions in this chapter shall exclude:
    - i. Student learners as defined by s. 104.01(7), Wis. Stats.; and,
    - ii. Employees of sheltered workshops as defined by s. 104.01(6), Wis. Stats.; and,

- iii. Employees under the age of eighteen (18); and,
  - iv. Employees not performing work under a Milwaukee County service contract, concession, or lease; and,
  - v. Employees not working in a financially assisted economic development project; and,
  - vi. Interns and seasonal employees; and,
  - vii. Volunteers receiving stipends; and
  - viii. Any other category of employee excluded under ch 104, Wis. Stats.
  - ix. Employees of a contractor, subcontractor, concessionaire or recipient of financial assistance otherwise covered under this chapter where the employer otherwise subject to the provisions of this chapter employs no more than twenty (20) employees and where the employer otherwise subject to the provisions of this chapter is not an affiliate or subsidiary of another business entity dominant in its field of operation.
  - x. Employees of contractors, subcontractors, or a recipient of financial assistance who provide residential services such as community based residential facilities, adult family homes, residential community apartment complexes, and supportive and independent living.
  - xi. Employees of a member who receives personal care and supportive home care through a self-directed service program model in Milwaukee County.
- (b) The requirements of this section may be modified or waived as regard employees who are covered by a collective bargaining agreement between the employer and a bona fide union, where the parties to such collective bargaining agreement expressly specify their intent in the agreement.

111.4. - Contracting requirements.

- (1) Department heads or their designee shall include requirements for compliance with this chapter in:
- (a) Every bid, request for proposal, or request for qualifications for services, leases, concessions, or economic development financial assistance covered under this chapter; and,
  - (b) All new service, lease, and concession agreements, and all new agreements involving financial assistance; and,
  - (c)

All renewals or amendments of agreements for services, leases, concessions, or economic development financial assistance covered under this chapter after the effective date of this ordinance.

- (2) Contractors, subcontractors, and recipients of financial assistance must submit to the department a notarized affidavit certifying that they will comply with the requirements of this chapter prior to contract or subcontract award or receipt of any financial assistance.
- (3) Contractors and subcontractors as defined in chapter 111.02(g) shall submit to the department of audit at the conclusion of every third month during the period of an agreement covered under this chapter verifiable payroll records that shall minimally contain:
  - a. Name of contractor, and in the case of subcontractor, the name of the direct employer of employees covered under this chapter; and,
  - b. Contract or project name; and,
  - c. Name of all employees employed to perform the contract or subcontract and their job classifications; and,
  - d. Address of each employee employed to perform the contract or subcontract; and,
  - e. Hourly rate of pay for each employee employed to perform the contract or subcontract.
- (4) Contractors, subcontractors and recipients of financial assistance shall not use the requirements of this chapter to reduce the wages of employees.
- (5) For every service contract and economic development assistance grant the current rate shall be posted by the contractor or grant beneficiary at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract or grant. The poster shall also provide information of the means the reader may use to file a complaint of violation. In addition, copies of the current rate requirements shall be supplied to any person employed in the performance of a service contract or economic development assistance grant at the request of such person and within a reasonable period of time after the request.
- (6) Milwaukee County reserves the right to inspect and audit any payroll records of any contractor or subcontractor or recipient of financial assistance for which this chapter applies, for any reason and at any time.

111.5. - Accountability, enforcement and monitoring.

- (1) The division of audit shall enforce this ordinance and shall convene a workgroup, the composition of which will be determined by the auditor, from stakeholders in county departments. This workgroup will:

- (a) Develop language for RFP's, bids, concessions, and leases agreements; and,
  - (b) Define processes for field and desk audits ensuring compliance with this section; and,
  - (c) Ensure that each department/division head or his/her designee complies with payroll monitoring processes imposed on agreements; and,
  - (d) Define penalties and sanctions for noncompliance, subject to county board approval, including any combination of the following:
    - a. withholding of payment or imposing monetary penalties in an amount sufficient to pay the wages of all affected employees; or
    - b. termination of agreement; or
    - c. temporary debarment of contractors or subcontractors no less than three (3) years; or
    - d. permanent debarment of contractors or subcontractors; and
  - (e) Examine the impact on airport concessionaires, real estate development contracts, and human service providers a year after the implementation of this ordinance; and
  - (f) Publish and disseminate all procedures within sixty (60) days of the passage and publication of this ordinance.
- (2) Contractors, subcontractors and recipients of financial assistance covered under this chapter shall not discriminate or take adverse employment action against an employee covered by this ordinance for filing a complaint under this chapter, informing another covered employee of the provisions of this chapter, or assisting another covered employee in filing a complaint under this chapter.
- (3) Nothing in this section shall prevent a covered employee, a group of covered employees, or other person adversely affected by a violation of this section from attempting to bring an action against a contractor or subcontractor in a court of competent jurisdiction seeking relief under MCGO Chapter 111. Milwaukee County shall not be liable in any action arising under this chapter brought by a covered employee, a group of employees, or other person adversely affected violation of this section.
- (4) An aggrieved individual, contractor or subcontractor may appeal findings of noncompliance in accordance with procedures established in chapter 110 of this Code.

111.6. - Severability and savings.

If any provision of this chapter or application thereof is judged invalid, the invalidity shall not affect other provisions or application of the chapter which can be given effect without the invalid provisions or application, and to this end the provisions of this chapter are declared severable.

111.7. - Waiver by county board/rights of enforcement.

Milwaukee County recognizes that from time to time it may be in the county's best interest to enter into contracts, leases or other agreements, including agreements involving financial assistance, which have been negotiated, bid for, or otherwise entered into in a manner which is not in strict conformity with the terms of this ordinance. Upon adoption or ratification of any such contract, lease or other agreement by the county board through a vote carrying two-thirds of all seats on the county board, any such nonconformity shall be deemed to have been waived by the county.

This ordinance shall not be construed to create any right or rights of enforcement in any person seeking to do business with the county and compliance with the terms of the ordinance shall rest solely with the County of Milwaukee.

LEGISLATIVE HISTORY

All sections effective upon passage and publication unless otherwise indicated.

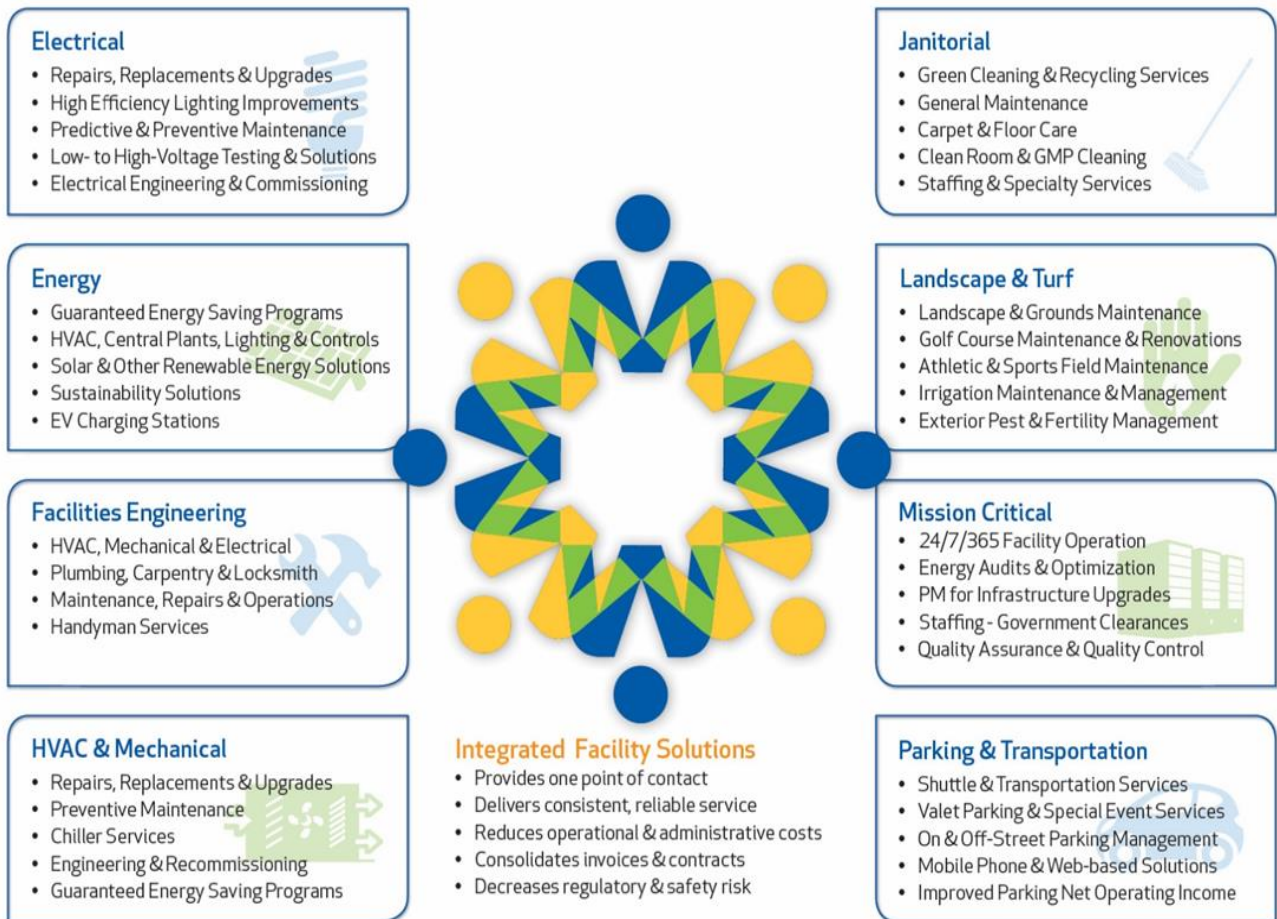
Ch. 111 Created - February 6, 2014, J. Proc.

( Ord. No. 14-7, § 1, 2-6-14 )

# Technical Submittal: Background Information

1. **Provide background information for your company, including a brief description (e.g., past history, present status, future plans, company size, etc.) Identify whether your company/organization operates as an individual, partnership, or corporation (if a corporation, include the state in which it is incorporated). If your company/organization is a subsidiary of another company, information should be included for both parent and subsidiary. This section should also include a brief description of the company's experience performing services similar to those described herein and the type of work in which the Service Provider specializes.**

ABM (NYSE: ABM) is a leading provider of facility solutions with revenues of approximately \$4.9 billion and over 100,000 employees in 300+ offices deployed throughout the United States and various international locations. ABM's comprehensive capabilities include electrical & lighting, energy solutions, facilities engineering, HVAC & mechanical, janitorial, landscape & turf, mission critical solutions and parking, provided through stand-alone or integrated solutions. ABM provides custom facility solutions in urban, suburban and rural areas to properties of all sizes — from schools and commercial buildings to hospitals, data centers manufacturing plants and airports. ABM Industries Incorporated, which operates through its subsidiaries, was founded in 1909 and is currently headquartered in New York City. For more information, visit [www.abm.com](http://www.abm.com).



2. ***Provide evidence that your company meets the minimum requirement of “Must have provided janitorial services for at least five years, with at least two accounts of similar size and complexity”.***

ABM is a \$4.9 billion dollar company that has been in business for over 100 years. ABM is extremely capable of providing all services detailed in the RFP.

3. ***What do you see as your organization’s primary differentiator(s) in the janitorial service industry? Please be as specific as possible on areas that are unique to your organization.***

ABM’s key competitive differentiator is that we focus on facilities services as a core business and as a result all of our revenue comes from facilities services lines of business. We self-perform most components of an Integrated Facilities Solution including the technical operations and maintenance and many soft services including janitorial and landscaping. ABM’s companies represent not only a wide range of service capabilities, but also extensive experience in virtually all types of facilities. Our breadth and experience, coupled with our infrastructure and technological abilities, have enabled us to experience years of exceptional growth and success.

4. ***Please provide copies of audited financial statements for the past three years. Financial statements should include: Statement of Income, Balance Sheet, and Statement of Cash Flows.***

Please see attached ABM 3 Year Annual Report 2015-2013.

5. ***Disclose where your company was fined, censured or otherwise sued for failure to perform or due to not following federal, state or local laws, in the prior three years. This would include any principal officer of your firm. Proposer must disclose any material criminal litigation, investigations or proceedings involving the Proposer and each Subcontractor or any of its officers or directors of any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Proposer (and each Subcontractor) must disclose to the county any material civil litigation, arbitration or proceeding to which Proposer (or, to the extent Proposer is aware, any Subcontractor hereunder) is a party, and which involves disputes that might reasonably be expected to adversely affect the viability or financial stability of Proposer or any Subcontractor hereunder, or a claim or written allegation of fraud against Proposer or, to the extent Proposer is aware, any Subcontractor hereunder by a government or public entity arising out of their business dealings with government or public entities.***

**Claims Against ABM:**

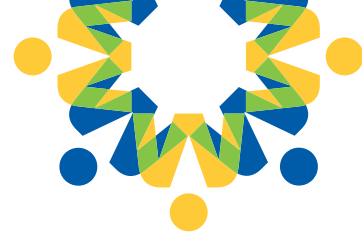
ABM and its divisions employ more than 118,000 employees across the U.S., Canada and Puerto Rico. As such, at any given time, ABM is involved in dozens, if not hundreds, of litigation matters. These claims are handled in the normal course of business by legal and risk management professionals employed by the company. Even large litigation matters involving millions of dollars would not have any impact on ABM's ability to provide timely services to Milwaukee County.

**Lawsuits Against Others:**

In the ordinary course of business, ABM has, on occasion, various claims and lawsuits against third parties, primarily related to collection of monies owed. The amount of information regarding these matters is voluminous and, therefore, such information has not been included herein. Information about specific matters is available upon request.

An abstract graphic on the left side of the page, composed of various shades of blue. It features a central circular motif with radiating lines and several solid blue circles of different sizes scattered around it.

# **BUILDING VALUE** Through Our **2020 Vision**



# From the CEO

## Dear Shareholder,

It is an honor to be the seventh CEO in ABM's 106-year history. Having spent the previous 12 years running the northeast region of the company, I recognize ABM's rich heritage that began in 1909 with our founder, Morris Rosenberg. He understood that you have to earn the trust of your clients and your employees, every day, through consistent excellence. That sentiment continues to be at the core of our organizational values today.

2015 was a defining year for us as we initiated a bold new vision to transform our business from a company organized by service lines to a company organized by industry. This change, from a service provider to a solutions provider, will align us more closely with our clients and allow us to continue to be a highly-valued partner. We call this transformation our 2020 Vision and it will be our primary focus in 2016.

## 2015 in Review

ABM had solid performance in 2015. Although our net income was impacted, primarily as a result of increased insurance reserves, I am pleased with our operational results. Revenues increased by 5.3% to approximately \$4.9 billion, with organic growth of 2.9%. We also ended the year with a strong balance sheet, achieved through a 25.5% increase in year-over-year cash flow provided by continuing operating activities and from the successful sale of our Security division. This positions us well to execute on our strategic initiatives going into 2016 with a leverage ratio of 1.3 times and substantial liquidity. We also continued our long history of returning capital to shareholders, with over \$67 million in the form of dividends and share repurchases.

Many areas of our business had great success throughout 2015. Air Serv saw double-digit growth in revenue and profitability while maintaining a client retention rate of roughly 98%. We continue to increase our presence domestically and internationally and see good growth potential in 2016 as we build on our long-term partnerships with our key clients.

Our ABES business, within our Building and Energy Solutions segment, grew revenues by \$53 million, which is a 21.6% year-over-year increase and, like Air Serv, had double-digit growth in profitability. Our energy retrofit project at Wright State University provides a good example of the kind of work we perform within ABES. This project will lower their energy consumption cost by nearly 40% and was chosen as a winner of 'project of the year' by *Energy Manager Today*.

In December of 2015 we completed the acquisition of Westway Services in the U.K., which has a similar platform to ABES and reinforces our emphasis on technical services.

Within Healthcare, we were awarded the contract for Environmental Services Management at Rush University Medical Center in Chicago, and expanded our partnership providing Healthcare Technology Management at the Care New England Health System. In addition, we were named to *Becker's Hospital Review* of 150 great places to work list in 2015 and recertified by the ISSA Cleaning Industry Management Standard (CIMS) with both the CIMS and the CIMS-Green Building Certification with honors. The healthcare industry is as dynamic as ever and we are moving into 2016 with great trajectory.

In our Onsite business—which comprises Janitorial, Facility Services, and Parking—revenues grew 3.2% year-over-year to more than \$3.9 billion. We saw an increase in new sales wins with some of the world's marquee brands such as Harley-Davidson, Amazon, Kuehne + Nagel, and the New Orleans Saints. In fact, we extended our strategic partnership with AEG Worldwide, supporting 11 sports and entertainment venues globally.

## Strong Team, Tremendous Opportunity

2016 will be a pivotal year for ABM and we are operating from a position of strength that will be the springboard for our 2020 Vision. Leveraging all the experience of our executive leadership team, we are focused on transforming our business to deliver industry-focused solutions to help meet our clients' unique challenges.

At the core of that transformation are our people who share a common purpose in our 2020 Vision. I am privileged to work with more than 100,000 dedicated ABM employees who are passionate about delivering the best facilities experience and building value for our clients. This responsibility creates pride of ownership in what we do, and inherently connects us back to Fillmore Street in San Francisco where Morris Rosenberg washed his first client's window.

And just like our founder's vision, our 2020 Vision will focus us beyond the success we have today to transform our company and deliver strong, sustained financial performance for our stakeholders.

On behalf of all of our employees, I want to thank you for your support. We will continue to work to earn your trust, bring our 2020 Vision strategy to life, and reshape ABM in a way that will preserve our company's legacy for the next 100 years.

Thank you.



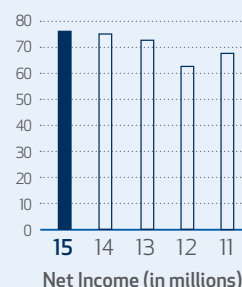
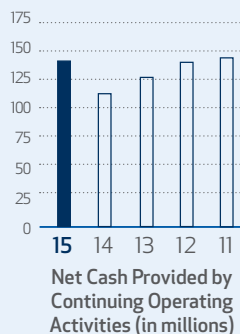
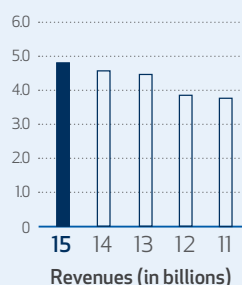
**Scott Salmirs**  
President and Chief Executive Officer






















**Scott Salmirs**  
President & CEO

## Financial Highlights

	Year Ended October 31,				
(\$ in millions)	2015	2014	2013	2012	2011
Revenues	\$4,897.8	\$4,649.7	\$4,427.8	\$3,934.4	\$3,896.5
Net cash provided by continuing operating activities	\$144.4	\$115.1	\$125.2	\$140.9	\$147.2
Net income	\$76.3	\$75.6	\$72.9	\$62.6	\$68.5



# BUILDING VALUE in Key Industries

AVIATION	BUSINESS & INDUSTRY	EDUCATION	HEALTHCARE	HIGH TECH
				
We serve <b>100+</b> airports globally 	We service <b>4+ billion sq. ft.</b> of buildings daily 	We service and maintain <b>200+</b> campuses and <b>100+</b> school districts 	We clean <b>125+ million sq. ft.</b> of hospital space daily 	We maintain <b>30+ million sq. ft.</b> of data center space 
We clean <b>38 million sq. ft.</b> of airport properties 	<b>700+</b> industrial clients depend on ABM 	We clean <b>95+ million sq. ft.</b> of K-12 space annually 	We maintain <b>500,000+</b> medical devices 	We operate and maintain <b>4.5+ million sq. ft.</b> of mission critical facilities in <b>90+</b> buildings
We clean <b>150,000+</b> airplanes annually 	We service and maintain <b>100+</b> venues 	In AZ, we maintain <b>14+ million sq. ft.</b> across <b>140</b> school buildings 	<b>300+</b> hospitals & <b>700+</b> medical facilities rely on ABM 	We perform services in <b>250+</b> data centers 

## BUILDING & ENERGY SOLUTIONS



We service & maintain over **500,000+** heating and cooling systems

We reduced our BES clients' energy costs by **\$22+ million**

We manage and operate critical electric distribution systems representing **62+ million sq. ft.** of facilities

We've installed **4,500+ EV** charging ports across the U.S.

# Through Our 2020 VISION

**Aviation • Business & Industry • Education • Healthcare • High Tech • Building & Energy Solutions**



**Aviation** ABM is enhancing the traveler experience from the “car door” to the “cabin seat.” From shuttling passengers to the concourse to skycaps and wheelchair agents assisting travelers through the terminal, we’re there to greet travelers. We take pride in travelers seeing a clean and efficient terminal, and once aboard the plane, travelers can expect to be seated on a clean and comfortable aircraft thanks to ABM.



**Business & Industry** In high-rise buildings across the U.S., we are already cleaning more square feet than any of our competitors and we’re doing so with market-leading sustainability practices through our ABM GreenCare® program.

We offer commercial real estate clients turn-key solutions including janitorial, parking, engineering, as well as solar and electric vehicle charging installation and maintenance. In Industrial & Manufacturing, we are implementing our Integrated Facility Solutions for some of the world’s leading automotive, hospitality and distribution clients. And in Sports & Entertainment, we perform a variety of facility services to deliver memorable guest experiences.



**Education** For our K-12 and Higher Education clients, we’re committed to improving the learning environment for students across the country. Our Bundled Energy Solutions program is enhancing the comfort and lighting quality in schools while saving them tens of millions of dollars on energy costs to reallocate towards capital improvements while our best-practice custodial methodologies are providing improved air quality and sanitary learning environments for our country’s youth.



**Healthcare** There’s more to caring for patients than just treating illnesses and that’s ABM’s focus. From the “car door” to the “patient bed,” ABM is there every step of the way to positively influence the patient experience. From providing attentive valet and wheelchair assistance to keeping hallways and patient care areas sterile to making sure facility and medical equipment works properly to delivering clean laundry and nutritious and great tasting meals – our #1 objective is to help our healthcare clients deliver an exceptional patient experience.



**High Tech** Having partnered with many of the marquee technology brands in the industry, we’re not only providing an improved working environment but ensuring their data centers, communication centers, manufacturing plants, and other mission critical equipment are operating efficiently and meeting their service level agreements. We also deliver unique services in the BioPharma industry where our lab cleaning professionals are trained to handle specialized equipment; and we’ve served FDA-regulated facilities for over 15 years. Our expertise includes proper clean room protocol, cleaning equipment washing certification, compliance documentation for OSHA, and other industry standards.



**Building & Energy Solutions** Our Building and Energy Solutions group enhances our clients’ infrastructure through our Electrical Solutions, HVAC & Mechanical, Mission Critical Solutions, Solar and Bundled Energy Solutions program. These solutions not only improve the comfort, lighting quality and uptime of equipment but can drive costs out of clients’ operating budgets, allowing savings to be reallocated to fund mission critical facility needs.

## BOARD OF DIRECTORS

**Maryellen C. Herringer** [A]

Non-Executive Chairman of the Board, ABM Industries Incorporated

**Linda Chavez** [A, C, D]

President, Becoming American Institute

**J. Philip Ferguson** [B, C, D]

Former Vice Chairman,  
University of Texas Investment Management Company

**Anthony G. Fernandes** [B, D]

Former Chairman, President and Chief Executive Officer, Philip Services Corporation

**Thomas M. Gartland** [B]

Former President, North America of Avis Budget Group, Inc.

**Luke S. Helms** [A, B, C]

Managing Director, Sonata Capital Group

**Sudhakar Kesavan** [A]

Chairman and Chief Executive Officer, ICF International

**Lauralee E. Martin** [D]

Chief Executive Officer and President, HCP, Inc.

**Scott Salmirs**

President and Chief Executive Officer, ABM Industries Incorporated

**William W. Steele** [D]

Former President and Chief Executive Officer, ABM Industries Incorporated

**Wendy M. Webb** [B]

Chief Executive Officer, Kestrel Corporate Advisors

[A] Compensation Committee

[B] Audit Committee

[C] Governance Committee

[D] Corporate Citizenship and Communications Committee

As of December 31, 2015

### Forward-Looking Statements

This 2015 ABM Annual Report contains both historical and forward-looking statements. Forward-looking statements are not based on historical facts but instead reflect our current expectations, estimates or projections concerning future results or events. These statements generally can be identified by the use of forward-looking words or phrases such as "believe," "expect," "anticipate," "may," "could," "intend," "forecast," "outlook," or other similar words or phrases. These statements are not guarantees of future performance and are inherently subject to known and unknown risks, uncertainties and assumptions that are difficult to predict and could cause our actual results to differ materially from those indicated by those statements. Forward-looking statements in this 2015 ABM Annual Report include, but are not limited to, statements regarding our future operating and financial performance, and statements regarding the adoption and expected benefits of our strategy and transformation initiative. Additional information regarding these and other risks and uncertainties the Company faces is contained in the Company's Annual Report on Form 10-K for the year ended October 31, 2015, which is included in this 2015 ABM Annual Report. The Company urges readers to consider these risks and uncertainties in evaluating its forward-looking statements. The Company cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company disclaims any obligation or undertaking to publicly release any updates or revisions to any forward-looking statements contained herein (or elsewhere) to reflect any change in the Company's expectations with regard thereto, or any change in events, conditions or circumstances on which any such statement is made, whether as a result of new information, future events or otherwise, except as otherwise required by the federal securities laws.

## EXECUTIVE OFFICERS

**Scott Salmirs**

President and Chief Executive Officer

**James P. McClure**

Executive Vice President, Onsite Services

**Sarah Hlavinka McConnell**

Executive Vice President, General Counsel and Secretary

**D. Anthony Scaglione**

Executive Vice President and Chief Financial Officer

**Dean A. Chin**

Senior Vice President, Controller and Chief Accounting Officer

**David L. Farwell**

Senior Vice President, Investor Relations

## SPECIAL NOTICES

### Listing

New York Stock Exchange

### Ticker Symbol

ABM

### Registrar and Transfer Agent

Computershare

P.O. Box 30170

College Station, TX 77842-3170

Phone 800.850.3292

eMail: [www-us.computershare.com/investor/contact](http://www-us.computershare.com/investor/contact)

Web Address: [computershare.com/investor](http://computershare.com/investor)

### Auditors

KPMG LLP

345 Park Avenue

New York, NY 10154

### Annual Report on Form 10-K

Additional copies available to stockholders at no charge upon request to:

ABM Investor Relations

551 Fifth Avenue, Suite 300

New York, NY 10176 or [abm.com](http://abm.com)

### Annual Meeting

The Annual Meeting of Stockholders of ABM Industries will be held on Wednesday, March 9, 2016 at 10:00 a.m. Eastern Time at Lotte New York Palace Hotel, 455 Madison Avenue, New York, NY 10022.

### Dividends

The Company has paid quarterly cash dividends on its Common Stock without interruption since 1965. The Board of Directors considers the payment of cash dividends on a quarterly basis, subject to the Company's earnings, financial condition and other factors.

# ABM INDUSTRIES INC /DE/

## FORM 10-K (Annual Report)

Filed 12/17/15 for the Period Ending 10/31/15

Address	551 FIFTH AVENUE SUITE 300 NEW YORK, NY 10176
Telephone	212 297-0200
CIK	0000771497
Symbol	ABM
SIC Code	7340 - Services To Dwellings And Other Buildings
Industry	Business Services
Sector	Services
Fiscal Year	10/31

**ITEM 6. SELECTED FINANCIAL DATA.**

The following selected financial data are derived from our consolidated financial statements. Unless otherwise noted, all information in the discussion and references to years are based on our fiscal year, which ends on October 31. The following data should be read in conjunction with Item 7 ., “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and Item 8 ., “Financial Statements and Supplementary Data,” which include discussions of factors affecting comparability of the information shown below. In addition, in the fourth quarter of 2015, we completed the sale of our Security business. As such, all assets, liabilities, and results of operations for this segment have been reclassified to discontinued operations for all periods presented. See Note 4 , “Discontinued Operations,” in the Notes to Consolidated Financial Statements for more information.

	Years Ended October 31,				
	2015	2014	2013	2012	2011
<i>(in millions, except per share amounts)</i>					
<b>Statements of Comprehensive Income Data:</b>					
Revenues <sup>(1)</sup>	\$ 4,897.8	\$ 4,649.7	\$ 4,427.8	\$ 3,934.4	\$ 3,896.5
Operating profit <sup>(2)</sup>	73.6	114.8	105.3	87.2	106.5
Income from continuing operations	54.1	66.9	62.6	56.5	61.2
Income from discontinued operations, net of taxes <sup>(3)</sup>	22.2	8.7	10.3	6.1	7.3
<b>Per Share Data:</b>					
Net income per common share — Basic:					
Income from continuing operations	\$ 0.95	\$ 1.19	\$ 1.14	\$ 1.05	\$ 1.15
Net income	\$ 1.35	\$ 1.35	\$ 1.33	\$ 1.16	\$ 1.29
Net income per common share — Diluted:					
Income from continuing operations	\$ 0.94	\$ 1.17	\$ 1.12	\$ 1.03	\$ 1.13
Net income	\$ 1.33	\$ 1.32	\$ 1.30	\$ 1.14	\$ 1.27
Weighted-average common and common equivalent shares outstanding					
Basic	56.7	56.1	54.9	54.0	53.1
Diluted	57.4	57.1	56.1	54.9	54.1
Dividends declared per common share	\$ 0.640	\$ 0.620	\$ 0.600	\$ 0.580	\$ 0.560
<b>Statements of Cash Flow Data:</b>					
Net cash provided by continuing operating activities <sup>(4)</sup>	\$ 144.4	\$ 115.1	\$ 125.2	\$ 140.9	\$ 147.2

	As of October 31,				
	2015	2014	2013	2012	2011
<i>(in millions)</i>					
<b>Balance Sheet Data:</b>					
Total assets	\$ 2,149.8	\$ 2,192.9	\$ 2,119.2	\$ 1,851.2	\$ 1,861.5
Trade accounts receivable, net of allowances <sup>(5)</sup>	742.9	687.3	633.5	518.0	506.9
Insurance recoverables <sup>(6)</sup>	65.9	66.4	68.7	64.5	70.6
Goodwill <sup>(7)</sup>	867.5	854.7	822.5	701.7	700.9
Other intangible assets, net of accumulated amortization <sup>(8)</sup>	111.4	127.5	142.4	106.4	125.4
Line of credit <sup>(9)</sup>	158.0	319.8	314.9	215.0	300.0
Insurance claims	387.4	349.7	358.0	343.8	341.4

(1) Revenues in 2013 included \$408.1 million associated with our acquisitions on November 1, 2012 of Air Serv Corporation (“Air Serv”), HHA Services, Inc. (“HHA”), and certain assets and liabilities of Calvert-Jones Company, Inc. (“Calvert-Jones”) (collectively, the “November 2012 Acquisitions”).

**Results of Operations****The Year Ended October 31, 2015 Compared with the Year Ended October 31, 2014****Consolidated**

(\$ in millions)	Years ended October 31,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>	\$ 4,897.8	\$ 4,649.7	\$ 248.1	5.3%
<b>Expenses</b>				
Operating	4,410.0	4,160.5	249.5	6.0%
Gross margin	10.0%	10.5%	(0.5)	
Selling, general and administrative	390.0	348.2	41.8	12.0%
Amortization of intangible assets	24.2	26.2	(2.0)	(7.6)%
Total expenses	4,824.2	4,534.9	289.3	6.4%
Operating profit	73.6	114.8	(41.2)	(35.9)%
Income from unconsolidated affiliates, net	9.0	6.5	2.5	38.5%
Interest expense	(10.2)	(10.7)	0.5	4.7%
Income from continuing operations before income taxes	72.4	110.6	(38.2)	(34.5)%
Provision for income taxes	(18.3)	(43.7)	25.4	58.1%
Income from continuing operations	54.1	66.9	(12.8)	(19.1)%
Income from discontinued operations	22.2	8.7	13.5	NM*
<b>Net income</b>	<u>\$ 76.3</u>	<u>\$ 75.6</u>	<u>\$ 0.7</u>	0.9%

\* Not meaningful

**Revenues**

Revenues increased by \$248.1 million , or 5.3% , during 2015 , as compared to 2014 . The increase in revenues was primarily attributable to organic growth from net new business in our Other, Janitorial, and Building & Energy Solutions segments and to \$111.9 million of incremental revenues from acquisitions.

**Operating Expenses**

Operating expenses increased by \$249.5 million , or 6.0% , during 2015 , as compared to 2014 . Gross margin decreased by 0.5% to 10.0% in 2015 from 10.5% in 2014 . The decrease in gross margin was primarily attributable to the unfavorable impact of the insurance reserve adjustment, higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize, and higher operating expenses related to operational issues at certain clients within our Building & Energy Solutions segment. This decrease was partially offset by the positive impact of the termination of certain lower margin contracts, increased contribution from technical services revenues which are at higher margins, and lower payroll and related expenses as a result of one less working day during 2015 .

**Selling, General and Administrative Expenses**

Selling, general and administrative expenses increased by \$41.8 million , or 12.0% , during 2015 , as compared to 2014 . The increase in selling, general and administrative expenses was primarily related to:

- an \$11.7 million increase in restructuring and related costs as a result of a company-wide strategic review and the development of a comprehensive long-term plan, net of the reversal of share-based compensation expense;
- a \$10.9 million increase in compensation and related expenses, primarily as a result of the hiring of additional personnel to support growth initiatives throughout the organization and the addition of certain IT positions since the prior year, partially offset by a bonus reversal of certain incentive plans;
- \$10.8 million of incremental selling, general and administrative expenses from acquisitions;

**Segment Information**

Our reportable segments consist of: Janitorial, Facility Services, Parking, Building & Energy Solutions, and Other.

**Financial Information for Each Reportable Segment**

(\$ in millions)	Years Ended October 31,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>				
Janitorial	\$ 2,692.7	\$ 2,583.2	\$ 109.5	4.2%
Facility Services	594.6	599.3	(4.7)	(0.8)%
Parking	631.9	616.1	15.8	2.6%
Building & Energy Solutions	557.7	483.8	73.9	15.3%
Other	420.9	367.3	53.6	14.6%
	<u>\$ 4,897.8</u>	<u>\$ 4,649.7</u>	<u>\$ 248.1</u>	<u>5.3%</u>
<b>Operating profit*</b>				
Janitorial	\$ 150.5	\$ 147.0	\$ 3.5	2.4%
Operating profit as a % of revenues	5.6%	5.7%	(0.1)%	
Facility Services	25.3	25.2	0.1	0.4%
Operating profit as a % of revenues	4.3%	4.2%	0.1 %	
Parking	29.6	29.2	0.4	1.4%
Operating profit as a % of revenues	4.7%	4.7%	—	
Building & Energy Solutions	26.3	23.1	3.2	13.9%
Operating profit as a % of revenues	4.7%	4.8%	(0.1)%	
Other	15.2	12.2	3.0	24.6%
Operating profit as a % of revenues	3.6%	3.3%	0.3 %	
Corporate	(162.3)	(115.3)	(47.0)	(40.8)%
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(9.0)	(6.6)	(2.4)	(36.4)%
Adjustment for tax deductions for energy efficient government buildings, included in Building & Energy Solutions	(2.0)	—	(2.0)	(100.0)%
	<u>\$ 73.6</u>	<u>\$ 114.8</u>	<u>\$ (41.2)</u>	<u>(35.9)%</u>

\*Effective in the first quarter of 2015, we reallocated certain costs from our Janitorial segment to our Facility Services and Parking segments to better reflect certain overhead support functions. The impact of these reallocations on the segments was an increase of operating profit to the Janitorial segment and a decrease of operating profit to the Facility Services and Parking segments as follows:

(in millions)	Year Ended October 31,	
	2014	
Janitorial	\$	3.4
Facility Services		(1.7)
Parking		(1.7)

\*In connection with the sale of our Security business, certain general corporate expenses that were previously allocated to Security are now allocated back to Corporate expenses and the Janitorial segment. In addition, certain Corporate expenses that were directly related to the operations of the Security business have been allocated to discontinued operations. The net impact of these allocations is as follows:

	Year Ended October 31,	
	2014	
<i>(\$ in millions)</i>		
Janitorial	\$	(0.8)
Corporate		(0.5)

### Janitorial

	Years Ended October 31,			
	2015	2014	Increase (Decrease)	
<i>(\$ in millions)</i>				
Revenues	\$ 2,692.7	\$ 2,583.2	\$ 109.5	4.2%
Operating profit	150.5	147.0	3.5	2.4%
Operating profit as a % of revenues	5.6%	5.7%	(0.1)%	

Janitorial revenues increased by \$109.5 million , or 4.2% , during 2015 , as compared to 2014 . The increase was attributable to \$68.9 million of incremental revenues from acquisitions and to organic growth, including additional tag revenue.

Operating profit increased by \$3.5 million , or 2.4% , during 2015 , as compared to 2014 . Operating profit margins decreased by 0.1% to 5.6% in 2015 from 5.7% in 2014 . The decrease in operating profit margins was primarily attributable to the unfavorable impact of the insurance reserve adjustment and higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize. Also negatively impacting operating profit margins was higher compensation expense due to hiring additional personnel to support selling and safety initiatives and higher legal fees and settlement costs. This decrease was partially offset by the positive impact of the termination of a large multi-regional contract, lower payroll and related expenses as a result of one less working day during 2015 , and a gain from a property sale as a result of operational efficiencies.

### Facility Services

	Years Ended October 31,			
	2015	2014	Increase (Decrease)	
<i>(\$ in millions)</i>				
Revenues	\$ 594.6	\$ 599.3	\$ (4.7)	(0.8)%
Operating profit	25.3	25.2	0.1	0.4%
Operating profit as a % of revenues	4.3%	4.2%	0.1%	

Facility Services revenues decreased by \$4.7 million , or 0.8% , during 2015 , as compared to 2014 . The decrease was primarily attributable to the termination of certain lower margin contracts that exceeded new business and the timing of a biannual contractual performance-based award.

Operating profit increased by \$0.1 million , or 0.4% , during 2015 , as compared to 2014 . Operating profit margins increased by 0.1% to 4.3% in 2015 from 4.2% in 2014 . The increase in operating profit margins was primarily attributable to the termination of certain lower margin contracts and lower legal expenses. This increase was partially offset by the absence of a benefit related to the sale of leased vehicles for a certain closed job in the prior year, the unfavorable impact of the insurance reserve adjustment, and the timing of a biannual contractual performance-based award.

**Parking**

(\$ in millions)	Years Ended October 31,			
	2015	2014	Increase	
Revenues	\$ 631.9	\$ 616.1	\$ 15.8	2.6%
Operating profit	29.6	29.2	0.4	1.4%
Operating profit as a % of revenues	4.7%	4.7%	—	

Management reimbursement revenues totaled \$305.9 million and \$306.1 million for 2015 and 2014 , respectively.

Parking revenues increased by \$15.8 million , or 2.6% , during 2015 , as compared to 2014 . The increase was primarily related to increased scope of work from existing clients.

Operating profit increased by \$0.4 million , or 1.4% , during 2015 , as compared to 2014 . Operating profit margins remained flat at 4.7% in 2015 from 2014 . Excluding management reimbursement revenues, operating profit margins decreased by 0.3% in 2015 , as compared to 2014 . This decrease was primarily attributable to the unfavorable impact of the insurance reserve adjustment, higher legal costs, and the absence of a benefit related to the collection of previously reserved accounts receivable in the prior year.

**Building & Energy Solutions**

(\$ in millions)	Years Ended October 31,			
	2015	2014	Increase (Decrease)	
Revenues	\$ 557.7	\$ 483.8	\$ 73.9	15.3%
Operating profit	26.3	23.1	3.2	13.9%
Operating profit as a % of revenues	4.7%	4.8%	(0.1)%	

Building & Energy Solutions revenues increased by \$73.9 million , or 15.3% , during 2015 , as compared to 2014 . The increase was primarily attributable to \$43.0 million of incremental revenues from acquisitions, and to organic growth from healthcare, technical services contracts, and government services.

Operating profit increased by \$3.2 million , or 13.9% , during 2015 , as compared to 2014 . Operating profit margins decreased by 0.1% to 4.7% in 2015 from 4.8% in 2014 . The slight decrease in operating profit margins was principally attributable to higher operating expenses related to operational issues at certain clients, higher compensation expense due to hiring additional personnel to support selling initiatives, and the unfavorable impact of a reserve adjustment for certain government receivables. This decrease was partially offset by higher equity earnings in unconsolidated affiliates that provide facility solutions to the U.S. Government and international clients, and the impact of increased technical services contracts. Additionally, margins benefited from operational tax credits realized for energy efficient government building projects in the current year.

**Other**

(\$ in millions)	Years Ended October 31,			
	2015	2014	Increase	
Revenues	\$ 420.9	\$ 367.3	\$ 53.6	14.6%
Operating profit	15.2	12.2	3.0	24.6%
Operating profit as a % of revenues	3.6%	3.3%	0.3%	

Revenues from our Other segment increased by \$53.6 million , or 14.6% , during 2015 , as compared to 2014 . The increase was primarily driven by higher passenger services and cabin cleaning revenue in our U.S. operations.

Operating profit increased by \$3.0 million , or 24.6% , during 2015 , as compared to 2014 . Operating profit margins increased by 0.3% to 3.6% in 2015 from 3.3% in 2014 . The increase in operating profit was primarily attributable to the amortization of intangible assets using the sum-of-the-years-digits method, which results in declining amortization expense over the useful lives of the assets. This increase was partially offset by higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize and by the unfavorable impact of the insurance reserve adjustment. Also negatively impacting

operating profit margins was higher compensation expense due to the reorganization of the executive structure and the settlement of a client dispute.

### Corporate

(\$ in millions)	Years Ended October 31,			
	2015	2014	Increase	
Corporate expenses	\$ 162.3	\$ 115.3	\$ 47.0	40.8%

Corporate expenses increased by \$47.0 million , or 40.8% , during 2015 , as compared to 2014 . The increase in corporate expenses was primarily related to:

- a \$25.6 million year-over-year increase in self-insurance expense related to prior year claims as a result of actuarial valuations completed in 2015 ;
- an \$11.7 million increase in restructuring and related costs as a result of a company-wide strategic review and the development of a comprehensive long-term plan, net of the reversal of share-based compensation expense;
- a \$4.9 million increase in legal fees and settlement costs;
- a \$4.6 million increase in severance expense related to the departures of our former CEO and CFO, net of the reversal of share-based compensation expense;
- a \$3.0 million year-over-year increase in medical and dental expense as a result of actuarial valuations completed in 2015 ; and
- a \$1.7 million increase in compensation and related expenses, primarily as a result of adding certain IT positions since the prior year and the hiring of additional personnel to support growth initiatives throughout the organization, partially offset by a bonus reversal of certain incentive plans.

This increase was partially offset by a \$3.4 million decrease in costs associated with our re-branding initiative.

**The Year Ended October 31, 2014 Compared with the Year Ended October 31, 2013****Consolidated**

(\$ in millions)	Years Ended October 31,		Increase / (Decrease)	
	2014	2013		
<b>Revenues</b>	\$ 4,649.7	\$ 4,427.8	\$ 221.9	5.0%
<b>Expenses</b>				
Operating	4,160.5	3,964.1	196.4	5.0%
Gross margin	10.5%	10.5%	—	
Selling, general and administrative	348.2	330.6	17.6	5.3%
Amortization of intangible assets	26.2	27.8	(1.6)	(5.8)%
Total expenses	4,534.9	4,322.5	212.4	4.9%
Operating profit	114.8	105.3	9.5	9.0%
Income from unconsolidated affiliates, net	6.5	6.3	0.2	3.2%
Interest expense	(10.7)	(12.9)	2.2	17.1%
Income from continuing operations before income taxes	110.6	98.7	11.9	12.1%
Provision for income taxes	(43.7)	(36.1)	(7.6)	(21.1)%
Income from continuing operations	66.9	62.6	4.3	6.9%
Income from discontinued operations, net of taxes	8.7	10.3	(1.6)	(15.5)%
<b>Net income</b>	<u>\$ 75.6</u>	<u>\$ 72.9</u>	<u>\$ 2.7</u>	<u>3.7%</u>

**Revenues**

Revenues increased by \$221.9 million , or 5.0% , during 2014 , as compared to 2013 . The increase in revenues was primarily attributable to organic growth from net new business.

**Operating Expenses**

Operating expenses increased by \$196.4 million , or 5.0% , during 2014 , as compared to 2013 . In 2014, gross margin remained flat at 10.5% in 2014 and 2013 . Gross margins benefited from changes to our risk management and safety programs that favorably impacted our estimated insurance expense. Also contributing positively to gross margin was the impact of certain newly awarded technical services contracts in our Building & Energy Solutions segment, which generally have higher gross margins than contracts in our other segments, and savings realized as a result of the realignment of our Onsite Services operational structure. These benefits were offset by the impact of lower margins in connection with certain jobs, including higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize.

**Selling, General and Administrative Expenses**

Selling, general and administrative expenses increased by \$17.6 million , or 5.3% , during 2014 , as compared to 2013 . The increase in selling, general and administrative expenses was primarily related to:

- a \$15.4 million increase in compensation and related expenses, primarily as a result of the hiring of additional personnel to support growth initiatives throughout the organization and the addition of certain IT positions since the prior year;
- a \$5.6 million increase in legal costs, including the accrual of \$3.4 million in connection with an unfavorable arbitration decision against us relating to a contract dispute with a third-party administrator;
- a \$3.0 million increase in share-based compensation expense, which was due to the recognition of higher expense relating to awards granted in 2012 through 2014, as compared to awards granted in 2010 and 2009; and
- a \$0.5 million increase in costs associated with our re-branding initiative.

**Segment Information**

Our reportable segments consist of: Janitorial, Facility Services, Parking, Building & Energy Solutions, and Other.

**Segment Revenues and Operating Profits**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase / (Decrease)	
<b>Revenues</b>				
Janitorial	\$ 2,583.2	\$ 2,480.5	\$ 102.7	4.1%
Facility Services	599.3	609.4	(10.1)	(1.7)%
Parking	616.1	609.1	7.0	1.1%
Building & Energy Solutions	483.8	401.5	82.3	20.5%
Other	367.3	326.4	40.9	12.5%
Corporate	—	0.9	(0.9)	(100.0)%
	<u>\$ 4,649.7</u>	<u>\$ 4,427.8</u>	<u>\$ 221.9</u>	<u>5.0%</u>
<b>Operating profit*</b>				
Janitorial	\$ 147.0	\$ 138.6	\$ 8.4	6.1%
Operating profit as a % of revenues	5.7%	5.6%	0.1 %	
Facility Services	25.2	25.7	(0.5)	(1.9)%
Operating profit as a % of revenues	4.2%	4.2%	—	
Parking	29.2	25.7	3.5	13.6%
Operating profit as a % of revenues	4.7%	4.2%	0.5 %	
Building & Energy Solutions	23.1	15.3	7.8	51.0%
Operating profit as a % of revenues	4.8%	3.8%	1.0 %	
Other	12.2	11.8	0.4	3.4%
Operating profit as a % of revenues	3.3%	3.6%	(0.3)%	
Corporate	(115.3)	(105.6)	(9.7)	(9.2)%
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(6.6)	(6.2)	(0.4)	(6.5)%
	<u>\$ 114.8</u>	<u>\$ 105.3</u>	<u>\$ 9.5</u>	<u>9.0%</u>

\*Effective in the first quarter of 2015, we reallocated certain costs from our Janitorial segment to our Facility Services and Parking segments to better reflect certain overhead support functions. The impact of these reallocations on the segments was an increase of operating profit to the Janitorial segment and a decrease of operating profit to the Facility Services and Parking segments as follows:

(\$ in millions)	Years Ended October 31,	
	2014	2013
Janitorial	\$ 3.4	\$ 3.5
Facility Services	(1.7)	(1.7)
Parking	(1.7)	(1.8)

\*In connection with the sale of our Security business, certain general corporate expenses that were previously allocated to Security are now allocated back to Corporate expenses and the Janitorial segment. In addition, certain Corporate expenses that were directly related to the operations of the Security business have been allocated to discontinued operations. The net impact of these allocations is as follows:

(\$ in millions)	Years Ended October 31,	
	2014	2013
Janitorial	\$ (0.7)	\$ (0.3)
Corporate	(0.5)	(0.4)

**Janitorial**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase	
Revenues	\$ 2,583.2	\$ 2,480.5	\$ 102.7	4.1%
Operating profit	147.0	138.6	8.4	6.1%
Operating profit as a % of revenues	5.7%	5.6%	0.1%	

Janitorial revenues increased by \$102.7 million , or 4.1% , during 2014 , as compared to 2013 . The increase was primarily attributable to organic growth from net new business.

Operating profit increased by \$8.4 million , or 6.1% , during 2014 , as compared to 2013 . Operating profit margins increased by 0.1% to 5.7% in 2014 from 5.6% in 2013 . Operating profit margins in 2014 benefited from changes to our risk management and safety programs that favorably impacted our estimated insurance expense and savings realized as a result of the realignment of our Onsite Services operational structure. Offsetting these benefits were higher compensation expense due to hiring additional personnel to support selling and safety initiatives.

**Facility Services**

(\$ in millions)	Years Ended October 31,			
	2014	2013	(Decrease)	
Revenues	\$ 599.3	\$ 609.4	\$ (10.1)	(1.7)%
Operating profit	25.2	25.7	(0.5)	(1.9)%
Operating profit as a % of revenues	4.2%	4.2%	—	

Facility Services revenues decreased by \$10.1 million , or 1.7% , during 2014 , as compared to 2013 . The decrease was primarily attributable to contract losses that exceeded new business.

Operating profit decreased by \$0.5 million , or 1.9% , during 2014 , as compared to 2013 . Operating profit margins remained flat at 4.2% in 2014 and 2013 . Operating profit margins in 2014 benefited from the sale of leased vehicles for a certain closed job, changes to our risk management and safety programs that favorably impacted our estimated insurance expense, and savings realized as a result of the realignment of our Onsite Services operational structure. Offsetting these benefits were lower margins in connection with certain jobs.

**Parking**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase	
Revenues	\$ 616.1	\$ 609.1	\$ 7.0	1.1%
Operating profit	29.2	25.7	3.5	13.6%
Operating profit as a % of revenues	4.7%	4.2%	0.5%	

Management reimbursement revenues totaled \$306.1 million and \$302.4 million for 2014 and 2013 , respectively.

Parking revenues increased by \$7.0 million , or 1.1% , during 2014 , as compared to 2013 . The increase was primarily related to increased scope of work from existing clients.

Operating profit increased by \$3.5 million , or 13.6% , during 2014 , as compared to 2013 . Operating profit margins increased by 0.5% to 4.7% in 2014 from 4.2% in 2013 . The increase in operating profit margins was primarily driven by savings realized as a result of the realignment of our Onsite Services operational structure, changes to our risk management and safety programs that favorably impacted our estimated insurance expense, and the collection of previously reserved accounts receivable.

**Building & Energy Solutions**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase	
Revenues	\$ 483.8	\$ 401.5	\$ 82.3	20.5%
Operating profit	23.1	15.3	7.8	51.0%
Operating profit as a % of revenues	4.8%	3.8%	1.0%	

Building & Energy Solutions revenues increased by \$82.3 million , or 20.5% , during 2014 , as compared to 2013 . The increase was primarily driven by organic growth resulting from newly awarded technical services contracts and to \$25.4 million of incremental revenues from acquisitions, partially offset by fewer new franchise sales in 2014 .

Operating profit increased by \$ 7.8 million , or 51.0% , during 2014 , as compared to 2013 . Operating profit margins increased by 1.0% to 4.8% in 2014 from 3.8% in 2013 . The increase in operating profit margins is primarily related to the management of our selling, general and administrative expenses and changes to our risk management and safety programs that favorably impacted our estimated insurance expense. This increase in operating profit margins was partially offset by higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize, lower franchise revenues, and costs associated with the expansion of new business to the U.S. Government and multi-regional clients.

**Other**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase (Decrease)	
Revenues	\$ 367.3	\$ 326.4	\$ 40.9	12.5%
Operating profit	12.2	11.8	0.4	3.4%
Operating profit as a % of revenues	3.3%	3.6%	(0.3)%	

Revenues from our Other segment increased by \$40.9 million , or 12.5% during 2014 , as compared to 2013 . The increase was primarily driven by higher revenues in our U.K. operations resulting from new contract awards and \$14.6 million of incremental revenues from an acquisition.

Operating profit increased by \$ 0.4 million or 3.4% during 2014 , as compared to 2013 . Operating profit margins decreased by 0.3% to 3.3% in 2014 from 3.6% in 2013 . The decrease in operating profit margins was primarily related to higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize. This decrease was partially offset by changes to our risk management and safety programs that favorably impacted our estimated insurance expense and by growth in our U.K. operations.

**Corporate**

(\$ in millions)	Years Ended October 31,			
	2014	2013	Increase	
Corporate expenses	\$ 115.3	\$ 105.6	\$ 9.7	9.2%

Corporate expenses increased by \$9.7 million , or 9.2% , during 2014 , as compared to 2013 . The increase in corporate expenses was primarily related to:

- a \$5.3 million increase in compensation and related expenses primarily as a result of adding certain IT positions since the prior year and the hiring of additional personnel to support growth initiatives throughout the organization;
- the accrual of \$3.4 million in connection with an unfavorable arbitration decision against us relating to a contract dispute with a third-party administrator;
- a \$3.0 million increase in share-based compensation expense, which was primarily due to the recognition of higher expense relating to awards granted in 2012 through 2014, as compared to awards granted in 2010 and 2009;

- a \$0.9 million year-over-year increase in self-insurance expense related to prior year claims as a result of actuarial valuations completed in 2014 ;
- a \$0.5 million increase in costs associated with our re-branding initiative; and
- a \$0.4 million increase in legal fees associated with an internal investigation into a foreign entity previously affiliated with a joint venture.

This increase was partially offset by:

- a \$2.6 million decline in depreciation expense, mostly associated with our previously upgraded ERP system; and
- a \$1.2 million decrease in restructuring and related costs associated with the realignment of our Onsite Services operational structure in 2013.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

	October 31,	
	2015	2014
<i>(in millions, except share and per share amounts)</i>		
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 55.5	\$ 36.7
Trade accounts receivable, net of allowances of \$8.6 and \$9.2 at October 31, 2015 and 2014, respectively	742.9	687.3
Prepaid expenses	68.6	63.4
Deferred income taxes, net	53.2	46.6
Other current assets	27.0	29.8
Current assets of discontinued operations	—	63.4
Total current assets	947.2	927.2
Other investments	35.7	32.9
Property, plant and equipment, net of accumulated depreciation of \$148.7 and \$137.1 at October 31, 2015 and 2014, respectively	74.0	83.0
Other intangible assets, net of accumulated amortization of \$149.4 and \$132.2 at October 31, 2015 and 2014, respectively	111.4	127.5
Goodwill	867.5	854.7
Other noncurrent assets	114.0	115.0
Noncurrent assets of discontinued operations	—	52.6
Total assets	\$ 2,149.8	\$ 2,192.9
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Trade accounts payable	\$ 179.1	\$ 173.7
Accrued compensation	128.8	119.2
Accrued taxes—other than income	31.6	27.3
Insurance claims	90.0	80.0
Income taxes payable	8.9	2.0
Other accrued liabilities	129.8	105.1
Current liabilities of discontinued operations	—	19.1
Total current liabilities	568.2	526.4
Noncurrent income taxes payable	53.2	53.7
Line of credit	158.0	319.8
Deferred income tax liability, net	19.1	16.4
Noncurrent insurance claims	297.4	269.7
Other noncurrent liabilities	46.4	38.1
Total liabilities	1,142.3	1,224.1
Commitments and contingencies		
<b>Stockholders' Equity</b>		
Preferred stock, \$0.01 par value; 500,000 shares authorized; none issued	—	—
Common stock, \$0.01 par value; 100,000,000 shares authorized; 56,105,761 and 55,691,350 shares issued and outstanding at October 31, 2015 and 2014, respectively	0.6	0.6
Additional paid-in capital	275.5	274.1
Accumulated other comprehensive loss, net of taxes	(5.1)	(2.8)
Retained earnings	736.5	696.9
Total stockholders' equity	1,007.5	968.8
Total liabilities and stockholders' equity	\$ 2,149.8	\$ 2,192.9

See accompanying notes to consolidated financial statements.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

	Year Ended October 31,		
	2015	2014	2013
<i>(in millions, except per share amounts)</i>			
<b>Revenues</b>	\$ 4,897.8	\$ 4,649.7	\$ 4,427.8
<b>Expenses</b>			
Operating	4,410.0	4,160.5	3,964.1
Selling, general and administrative	390.0	348.2	330.6
Amortization of intangible assets	24.2	26.2	27.8
Total expenses	4,824.2	4,534.9	4,322.5
Operating profit	73.6	114.8	105.3
Income from unconsolidated affiliates, net	9.0	6.5	6.3
Interest expense	(10.2)	(10.7)	(12.9)
Income from continuing operations before income taxes	72.4	110.6	98.7
Provision for income taxes	(18.3)	(43.7)	(36.1)
Income from continuing operations	54.1	66.9	62.6
Income from discontinued operations, net of taxes	22.2	8.7	10.3
<b>Net income</b>	<b>76.3</b>	<b>75.6</b>	<b>72.9</b>
Other comprehensive income:			
Foreign currency translation	(2.2)	(1.3)	(0.2)
Other	(0.1)	0.2	0.7
<b>Comprehensive income</b>	<b>\$ 74.0</b>	<b>\$ 74.5</b>	<b>\$ 73.4</b>
<b>Net income per common share — Basic:</b>			
Income from continuing operations	\$ 0.95	\$ 1.19	\$ 1.14
Income from discontinued operations	0.40	0.16	0.19
Net income	\$ 1.35	\$ 1.35	\$ 1.33
<b>Net income per common share — Diluted:</b>			
Income from continuing operations	\$ 0.94	\$ 1.17	\$ 1.12
Income from discontinued operations	0.39	0.15	0.18
Net income	\$ 1.33	\$ 1.32	\$ 1.30
<b>Weighted-average common and common equivalent shares outstanding</b>			
Basic	56.7	56.1	54.9
Diluted	57.4	57.1	56.1
<b>Dividends declared per common share</b>	<b>\$ 0.640</b>	<b>\$ 0.620</b>	<b>\$ 0.600</b>

See accompanying notes to consolidated financial statements.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**

	Year Ended October 31,					
	2015		2014		2013	
	Shares	Amount	Shares	Amount	Shares	Amount
<i>(in millions)</i>						
<b>Common Stock:</b>						
Balance, beginning of year	55.7	\$ 0.6	55.5	\$ 0.6	54.4	\$ 0.6
Stock issued under employee stock purchase and share-based compensation plans	1.4	—	1.0	—	1.1	—
Repurchase of common stock	(1.0)	—	(0.8)	—	—	—
Balance, end of year	56.1	0.6	55.7	0.6	55.5	0.6
<b>Additional Paid-in Capital:</b>						
Balance, beginning of year		274.1		261.8		234.6
Stock issued under employee stock purchase and share-based compensation plans (including incremental tax benefit)		18.3		16.0		13.9
Share-based compensation expense <sup>(1)</sup>		14.5		16.3		13.3
Repurchase of common stock		(31.4)		(20.0)		—
Balance, end of year		275.5		274.1		261.8
<b>Accumulated Other Comprehensive Loss, net of taxes:</b>						
Balance, beginning of year		(2.8)		(1.7)		(2.2)
Other comprehensive (loss) income		(2.3)		(1.1)		0.5
Balance, end of year		(5.1)		(2.8)		(1.7)
<b>Retained Earnings:</b>						
Balance, beginning of year		696.9		656.8		617.4
Net income		76.3		75.6		72.9
<b>Dividends:</b>						
Common stock		(36.0)		(34.6)		(32.9)
Stock issued under share-based compensation plans		(0.7)		(0.9)		(0.6)
Balance, end of year		736.5		696.9		656.8
<b>Total Stockholders' Equity</b>		<u>\$ 1,007.5</u>		<u>\$ 968.8</u>		<u>\$ 917.5</u>

<sup>(1)</sup> Share-based compensation included expenses, recognized in discontinued operations, of \$0.3 million in 2015 and \$0.5 million for both 2014 and 2013.

See accompanying notes to consolidated financial statements.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

<i>(in millions)</i>	Year Ended October 31,		
	2015	2014	2013
<b>Cash flows from operating activities:</b>			
Net income	\$ 76.3	\$ 75.6	\$ 72.9
Income from discontinued operations, net of taxes	(22.2)	(8.7)	(10.3)
Income from continuing operations	54.1	66.9	62.6
<b>Adjustments to reconcile income from continuing operations to net cash provided by continuing operating activities:</b>			
Depreciation and amortization	57.0	56.4	59.4
Deferred income taxes	8.1	2.2	12.5
Share-based compensation expense	14.2	15.8	12.8
Provision for bad debt	2.7	2.9	2.7
Discount accretion on insurance claims	0.3	0.4	0.5
Gain on sale of assets	(0.1)	(1.2)	(0.3)
Income from unconsolidated affiliates, net	(9.0)	(6.5)	(6.3)
Distributions from unconsolidated affiliates	6.5	5.6	3.0
<b>Changes in operating assets and liabilities, net of effects of acquisitions:</b>			
Trade accounts receivable	(55.9)	(39.4)	(55.0)
Prepaid expenses and other current assets	(1.4)	(5.0)	6.9
Other noncurrent assets	0.6	15.1	2.3
Trade accounts payable and other accrued liabilities	44.3	3.7	16.7
Insurance claims	37.4	(8.7)	3.9
Income taxes payable	(14.2)	8.3	8.7
Other noncurrent liabilities	(0.2)	(1.4)	(5.2)
Total adjustments	90.3	48.2	62.6
Net cash provided by continuing operating activities	144.4	115.1	125.2
Net cash provided by discontinued operating activities	0.9	5.6	10.1
<b>Net cash provided by operating activities</b>	<b>145.3</b>	<b>120.7</b>	<b>135.3</b>
<b>Cash flows from investing activities:</b>			
Additions to property, plant and equipment	(26.5)	(37.4)	(32.4)
Proceeds from sale of assets	5.3	3.6	1.2
Purchase of businesses, net of cash acquired	(19.2)	(48.2)	(199.3)
Investments in unconsolidated affiliates	(0.1)	—	(0.2)
Proceeds from redemption of auction rate security	—	—	5.0
Net cash used in continuing investing activities	(40.5)	(82.0)	(225.7)
Net cash provided by (used in) discontinued investing activities	130.9	—	(0.2)
<b>Net cash provided by (used in) investing activities</b>	<b>90.4</b>	<b>(82.0)</b>	<b>(225.9)</b>
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of share-based compensation awards, net of taxes withheld	15.4	10.0	13.3
Incremental tax benefit from share-based compensation awards	2.3	5.1	—
Repurchases of common stock	(31.4)	(20.0)	—
Dividends paid	(36.0)	(34.6)	(32.9)
Deferred financing costs paid	(0.9)	(1.2)	—
Borrowings from line of credit	958.3	1,089.1	1,006.0
Repayment of borrowings from line of credit	(1,120.1)	(1,084.2)	(906.1)
Changes in book cash overdrafts	(7.3)	6.6	2.9
Repayment of capital lease obligations	(2.4)	(5.4)	(3.5)
Other	5.2	—	—
<b>Net cash (used in) provided by financing activities</b>	<b>(216.9)</b>	<b>(34.6)</b>	<b>79.7</b>
Net increase (decrease) in cash and cash equivalents	18.8	4.1	(10.9)
Cash and cash equivalents at beginning of year	36.7	32.6	43.5
<b>Cash and cash equivalents at end of year</b>	<b>\$ 55.5</b>	<b>\$ 36.7</b>	<b>\$ 32.6</b>



# **BUILDING VALUE** at the Point of Service

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SPORTS & ENTERTAINMENT

# From the President

## Dear Stockholders, Employees and other Friends of ABM:

After more than 14 years, and with deep pride in what we've accomplished together, this is the last annual report letter I will write as your president and CEO.

Over these years, ABM has transformed from a company with annual revenues of \$1.8 billion and approximately 60,000 employees into a leading provider of integrated facility solutions with revenues of more than \$5.0 billion and approximately 118,000 employees throughout the United States and various international locations.

ABM now has the scope, scale, human capital, industry expertise, and proven technology to deliver enterprise-wide facility solutions around the globe. I am incredibly excited about the company's future.

Another reason for this enthusiasm is Scott Salmirs, my successor. Your Board of Directors and I know Scott and his talents very well. He joined the Company in 2003 and currently serves as ABM's executive vice president, and has global responsibilities for ABM's aviation division and international activities. Previously, he led our Northeast Onsite Services organization and held leadership positions at Facilities Groups at Lehman Brothers, Goldman Sachs, and CBRE.

Given his industry expertise, his understanding of our clients and vertical markets, his success in

transforming the Northeast organization and his many contributions in building ABM for more than a decade, Scott is the right leader at the right time. He has the unique blend of experience and skills to lead the company.

### Record of Success

Fiscal Year 2014 was another year of record revenue and adjusted operating profit for ABM, reflecting a well-executed growth strategy. We benefited from solid organic growth across many of our businesses as we leveraged our scale and vertical expertise and the success of our realignment and sales initiatives.

Over the past several years, ABM has evolved by expanding our platform with new core capabilities in select verticals, developing an integrated strategy, and enhancing our end-to-end integrated facility service delivery model; yet, our core commitment to provide consistent, quality, and reliable facility services to our clients remains the same. Our shift as a Company away from service lines to focusing on world-class solutions for key markets is reaping benefits, and we're better positioned than ever before to truly impact clients in significant markets.

### Progress in Fiscal 2014

In fiscal 2014, we continued to make progress with our initiatives to drive growth and be a global leader in integrated facility solutions. We are particularly proud to report another year of record revenue, which surpassed \$5 billion and increased 4.6% compared to last fiscal year. We generated operating profit of \$128.6 million, up 8.1% from fiscal year 2013

and adjusted operating profit<sup>1</sup> of \$152.8 million, a nearly 10% improvement compared to fiscal 2013 as we benefited from organic growth and from our operational realignment of Onsite Services.

Our strong financial performance reflects organic growth in several of our core business segments. Janitorial grew organically 3.9% in fiscal 2014, driven by increased sales in our sports and entertainment, automotive, industrial, financial services, and high-tech verticals. Building & Energy Solutions delivered organic growth of 14.2%, as we experienced increase demand for energy retrofits and healthcare services, along with another above plan year in our government services business. And, Air Serv, which we acquired in November of 2012 to strengthen our vertical presence in aviation, achieved organic growth of 8.1%, a significant accomplishment. Across our businesses, we ended the year with strong momentum and a healthy pipeline of new opportunities, leaving us well positioned as we begin fiscal 2015.

Our operating cash flow of approximately \$121 million in fiscal 2014 enabled ABM to continue to return value to shareholders through payment of a quarterly dividend and share repurchases. For the year, we repurchased 765,000 shares of common stock at a cost of \$20 million and paid approximately \$35 million in dividends. In addition, we created shareholder value with the acquisitions of GBM Support Services Group Limited, Airco Commercial Services Inc., and Alpha Mechanical Inc.

<sup>1</sup> See accompanying Financial Reports for reconciliation of this non-GAAP financial measure to the corresponding GAAP financial measure.



## Executing Our Integrated Strategy and Positioning for Continued Growth

In fiscal 2014, we completed all of the essential elements of our reorganization and alignment to foster collaboration and increase organic sales growth across our operating segments. We also continued to make meaningful progress in expanding service offerings and our client base within strategic vertical markets.

To complement our organic growth and further enhance our business platform, we completed three strategic acquisitions in fiscal 2014. Most recently, in October, we acquired GBM Support Services Group Limited, a leading provider of facilities services for various retail, leisure, public sector, and commercial clients throughout the U.K. With headquarters in London, this acquisition creates a tremendous opportunity to accelerate our growth strategy throughout the U.K.

In August, we acquired Airco Commercial Services, Inc. ("Airco") a Northern California provider of HVAC service, energy solutions, and building controls in commercial and industrial buildings. The acquisition of Airco enables ABM to provide an expansive portfolio of HVAC, mechanical, and energy efficiency solutions throughout Northern California.

Finally, in March, we acquired the service assets of Alpha Mechanical, Inc., a leading provider of HVAC service, energy solutions, building controls, plumbing service, and process piping in commercial, life science, education, and municipal government buildings. This acquisition enabled us to enhance our service in Southern California.

Growth through strategic acquisitions has been a critical driver of our business. These acquisitions will help us execute on our expansion strategy to be the only provider that can offer all the facility services required to support a building in every metro area and key vertical, domestically and abroad.

In fiscal 2014, we also continued to help new and existing clients achieve world-class energy efficiency to reduce both ABM and our clients' impact on the environment. Through infrastructure enhancements, such as installing building envelope improvements, lighting enhancements, occupancy sensors, HVAC equipment, centralized control upgrades, and solar solutions, ABM is helping clients save millions of dollars by lowering their annual energy expenses.

As I review fiscal 2014 and look to the future of ABM, I continue to be thankful and inspired by the enthusiasm and commitment of our employees. Our organic growth initiative, Solve One More, continues to gain traction and foster collaboration across ABM service lines as our employees better communicate our capabilities and help our clients address their integrated facility challenges. Although we are in the process of rolling out the program companywide, we have already received nearly 2,200 leads and have generated a sales pipeline of over \$110 million on an annualized basis.

## Looking Ahead

We are excited not only about what we accomplished in fiscal 2014, but about our long-term opportunities and the company's leadership position within the integrated facilities services market. We are encouraged by the response to our vertical focus,



differentiated integrated facility services approach, and superior technical capabilities as they help us continue to gain market share and build value at the point of service for our clients.

And we are confident that under Scott's leadership, ABM will build upon the accomplishments and track record of these past years to achieve even greater success in the years to come. It has been my honor and privilege to serve as your President and CEO. I would like to thank our Board of Directors and shareholders for their confidence and support. And importantly, I thank our dedicated and committed employees to whom we attribute our success. It has been my pleasure to work with you.

Thank you.

**Henrik C. Slipsager**  
President and Chief Executive Officer

# BUILDING VALUE at the Point of Service

While it may be cliché, the saying "You only have one chance to make a first impression" is true. Initial perceptions set the tone for the entire customer experience and a brand's reputation.

Every day, ABM performs hundreds of services at thousands of facilities that help our clients make a positive and memorable first impression on their customers. Whether it is a student, employee, patient, tenant, traveler, or guest, we make sure their car is parked efficiently; they are greeted courteously; and they arrive at a clean, comfortable, secure and well-lit building.

Our commitment to *building value at the point of service* means ABM is diligently working visibly and behind the scenes to elevate our clients' brand image and ensure every interaction with their customers results in a first-rate experience that inspires customer loyalty, patronage, and leaves a long-lasting impression.

To better support this commitment, ABM began restructuring the company in 2013. Our goal was to be more collaborative, responsive, and client-focused. We have successfully realigned our Onsite Services businesses, unified sales management and processes, and better leveraged technology in all of our service lines.

We also continued to leverage technology and innovation to be more agile and responsive, as well as drive efficiencies, lower costs, and deliver excellence at the point of service for our clients. In support of our technology-enabled workforce, we launched the Performance Acceleration Suite (PAS), a series of software accelerators focused on streamlining and automating service delivery and improving touch point interactions throughout the

entire customer lifecycle. PAS, which includes the MPower™ platform and was introduced last year, has now been rolled out and enables employees to access and manage customer accounts from any mobile device. We've launched enhancements to a number of our other software platforms, including our mobile parking app, ERP and CRM systems, resource management systems and analytical reporting tools.

We completed our rebranding effort that was started in 2012 and have greatly benefited from the cohesion of a unified brand identity. Presenting a consistent brand has increased exposure and recognition while revealing the significant presence ABM has throughout the United States.



2014 also saw record revenues and significant organic growth across the board.

Within ABM's Onsite Services business, our janitorial services remain a global leader in sustainable cleaning practices. Facility Services worked diligently to expand offerings and won major national accounts in our automotive and high tech verticals. Parking continued to leverage technology to improve services and is playing a key role in ABM's success in the aviation industry. Security achieved significant cross-selling success and ended the year with incredible momentum. Our landscaping service line was rebranded from OneSource Landscape and Golf to ABM Landscape and Turf Services.

Within ABM's Building & Energy Solutions Group, our clients continue to seek solutions for reducing operating expenses and upgrading their

aging facilities' infrastructure and our industry-leading energy solutions are meeting these needs across multiple vertical markets. We are able to drive green building and maintenance strategies, technologies, and services that help clients manage and reduce energy consumption and better meet sustainability goals. Our expertise continues to help clients save millions on energy and operating costs through ABM's market-leading Bundled Energy Solutions program, solar solutions, lighting upgrades, and other energy technologies.

In addition, ABM Government Services had another above plan year with revenues and external profit, including certain joint ventures, rising 11.8% and 13.8% respectively, on the strength of new business. ABM Healthcare Support Services continued its momentum as revenues rose nearly 24% on the strength of a number of new contracts with varying hospitals around the country as clients continue to respond well to our integrated healthcare services approach.

All these efforts to drive positive change and deliver services that meet emerging trends caught the attention of the industry and the media. In 2014 they sought out our industry experts and solution specialists and more than 50 articles featuring ABM's unique service offerings appeared in leading publications across the U.S. and Europe.

This report highlights ABM's leading strategies, amazing facts, and impressive successes in our key vertical markets. To enhance readability, we have presented the information in a more visual way that leverages a crisp, clean infographic format and features our latest photography. We hope you enjoy this approach and learn more about how ABM is tailoring our business to build true value at the point of service for our clients.



Leading Provider  
of Facility Solutions



## ELECTRICAL & LIGHTING



We service  
and maintain  
**40,000+**  
parking lot  
poles & lights

## ENERGY

We've reduced our  
BES clients' energy use

**21.5%**  
saving them  
**\$30+ Million**



## FACILITIES ENGINEERING

Our **3,800+**  
Certified Engineers  
keep buildings running



## HVAC & MECHANICAL

We service and maintain  
**500,000+**  
heating and  
cooling systems



## JANITORIAL

Each day, we clean  
**2+ Billion**  
square feet  
of buildings



## LANDSCAPE & TURF

We maintain **25,000+ acres**  
of landscaping and golf courses



## PARKING & TRANSPORTATION

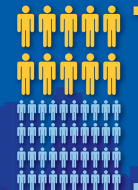
We collect for  
our clients

**\$1.5+ Billion**

in parking revenue



**20,000+  
Clients**  
**118,000+  
Employees**



**ABM**  
Building Value

ABM  
LISTED  
NYSE

# Building Value in AVIATION

Travelers are demanding better, faster, and more personalized service. They are more informed and have more choices. In exchange for their patronage and loyalty, passengers expect a superior level of service, convenience, and value-added amenities from both airlines and airports.

On top of this, a weak global economy, unpredictable oil prices, and frugal leisure travelers have put a huge dent in airports' revenue streams. Challenged airport operators are feeling the pressure to make up for this lost income through more diversified revenue sources.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Aviation.



Aircraft  
Services



Energy



Facilities  
Maintenance



Parking &  
Transportation



Passenger  
Services



Retail



Security

We serve  
**100+** airports  
globally



We service **13**  
of the largest  
global airports



We clean **38**  
**million sq.**  
**ft.** of airport  
properties

We operate  
**700+**  
airport shuttle buses



We respond to  
**4+ million**  
wheelchair  
requests  
annually



We clean **150,000+**  
airplanes annually



# By Providing an Enhanced Traveler Experience

To tackle these challenges, airports and airlines are turning to ABM to improve service delivery, reduce operational costs, and attract and retain customers.

ABM is in over 100 airports globally, focused each day on enhancing the total travel experience through:

- **Aircraft Services:** cabin cleaning, ramp handling, baggage transfers, lavatory and water, and more
- **Facilities Maintenance:** HVAC, mechanical, electrical, elevators, escalators, jet bridges, baggage handling systems, janitorial, and more
- **Parking & Transportation:** lot management, taxi starter, shuttle and valet services, and revenue generating parking solutions
- **Passenger Services:** multi-lingual concierge and ambassador programs, wheelchair assistance, skycap services, and more
- **Retail Services:** custom marketing, promotional, and experiential programs to enhance the traveler experience and increase revenue
- **Security Services:** pre-departure and cargo screening; aircraft, perimeter and door guarding; access control and more



## Denver International Airport



Denver International Airport (DEN) is the 15th-busiest airport in the world and the fifth-busiest airport in the United States. Each year, more than 53 million passengers travel through the airport.

Operating the second largest public transportation service in the state of Colorado, ABM transports more than seven million passengers annually. When Denver International Airport wanted to reduce costs and improve traveler logistics, they turned to ABM.

By deploying sophisticated analytics, ABM successfully applied a dynamic scheduling program to align service levels with observed demand trends. Rather than maintaining a traditional set schedule to meet the needs of peak ridership, ABM monitors demand in 15-minute intervals and adjusts service levels accordingly.

**DEN has saved \$20+ million in total operating expenses while providing more responsive transportation.**

## Expediting the Travel Experience

ABM's aviation team completed a technology upgrade to all passenger service employees this year to expedite passenger travel.

Over 2,200 handheld devices were replaced with sophisticated tablets to deliver world-class customer services. A few capabilities include:

- Real-time access to passenger reservations
- Instant translation for 80 languages
- Immediate access to airport information and procedures

## Airports as a Destination

"Airport Cities" are taking off as travelers begin to view airports as a destination -- one with high-end retail options, hotels and meeting venues, specialty and upscale restaurants, and entertainment venues.

Blackjack Promotions, an OmniServ subsidiary, is an expert on promoting and executing great retail experiences for airport guests. Based on their expertise, they have helped ABM land several contracts in the United Kingdom where "Airport Cities" are expanding.



*Airport Business* featured Air Serv CEO, Tom Marano in their August edition on "Airport Cities."

# Building Value in COMMERCIAL REAL ESTATE

The Commercial Real Estate (CRE) market saw sustained growth in 2014 and many expect this to continue into 2015. While competition remains unrelenting, CRE firms continue to adapt to trends such as increasing urbanization and demographic shifts to stay ahead of the game.

Also ever-present is the impact CRE buildings have on their tenants' brand reputation. The moment a tenant's customer walks in the front door, an impression is made. When the concierge is friendly and the building is clean, well-lit, odor-free, and has comfortable temperatures, they will arrive with a positive impression.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Commercial Real Estate.



We clean  
**1+ billion sq. ft.**  
of buildings daily

We maintain  
**350+ LEED®**  
certified buildings



We reduced Brandsmart  
USA's energy use by **34%**,  
saving them **\$135K** annually

We maintain  
**300** buildings  
for a single  
client



More than **50%**  
of the  
**Fortune 500** are  
ABM clients



# By Providing **Great Everlasting Impressions**

For over 100 years, ABM has been developing market-leading solutions that help make great everlasting impressions and improve tenant satisfaction in commercial buildings. In fact, numerous buildings ABM maintains have won BOMA's prestigious TOBY awards.

While some of our employees are visible to building occupants, others are working hard behind the scenes to ensure satisfied tenants by providing:

- **Electrical Safety Solutions:** help reduce electrical-related injuries and OSHA fines
- **Energy Solutions:** Solar PV and Bundled Energy Solutions that reduce energy costs
- **Facilities Engineering:** HVAC, mechanical, lighting and building controls maintenance and upgrades
- **Janitorial Services:** environmentally friendly cleaning through ABM GreenCare®
- **Landscaping:** design, maintenance, installation, irrigation, fertilization, and pest management
- **Parking Services:** parking management, valet and shuttle services, and EV charging stations
- **Security Services:** enhanced building occupant safety and expert access control services



## Commonwealth Partners

Building on a strong relationship with ABM Parking Services, Commonwealth Partners added Facilities Engineering into its contract with ABM in 2014.

Commonwealth Partners was seeking a partner with the ability to scale Facilities Engineering for 11 of its locations, including San Francisco, Seattle, Austin, Chicago, and Washington, DC.

ABM's customized operations plan is providing consistent quality and lower costs, plus our technology has provided transparency through key performance metrics across their portfolio.

## Safe Electrical Environments

NFPA 70E is designed to help companies and employees comply with OSHA regulations and avoid workplace injuries and fatalities due to shock, electrocution, arc flash, and arc blast.

**ABM is one of the only electrical service providers in the country who can self-perform the entire spectrum of NFPA 70E compliance services.**



*Building Services Management* featured ABM's Van Wilkins in their NFPA 70E article in their September issue

## Clean and Healthy Environments

The U.S. Green Building Council has said indoor air is a major factor in a facility's environmental quality and in employees' health.

Providing a clean environment without the use of toxic chemicals can impact absenteeism, productivity, tenant satisfaction, and a building's brand reputation.

This was a primary reason we developed the ABM GreenCare program nearly a decade ago – to focus on environmentally friendly solutions that improve facility environments.

A component of ABM GreenCare includes our industry-leading cleaning processes and techniques that can include electrolyzed water and using Green Seal certified products, which are being implemented in more than 400 million square feet of facilities in the U.S.

In addition to employee health, these unique cleaning processes also help prevent excessive wear and extend the life of building assets such as carpets, floors, and tile surfaces.



*Retail Facility Business* featured ABM's Bob Clarke in their "Clean Sweep" article in their September issue

# Building Value in EDUCATION

Dwindling funding, shrinking operating budgets, and rising utility costs have plagued K-12 schools, colleges, and universities across the country for the past decade. At the same time, outdated and inefficient equipment is costing them millions in wasted energy costs, but budget cuts have forced them to defer facility maintenance and improvements.

To compound this, studies have shown that a school's physical environment directly impacts student learning, test scores, productivity, and achievement. So in the midst of these challenges, schools still need to provide a clean, comfortable, well-lit and safe setting to cultivate a passion for learning, success, and social responsibility.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Education.



We service and maintain  
**200+** campuses and  
**100+** school districts

We clean  
**95+ million**  
**sq. ft.** of K-12  
space annually



Southern Management, an ABM company,  
has a client retention rate of **98%**

We reduced our Education  
clients' energy use by  
**28.6%**  
Saving them  
**\$20+ Million**



In AZ, we maintain  
**14+ million sq. ft.**  
across **140**  
school buildings



# By Providing an Optimal Learning Environment

Schools are outsourcing to ABM to improve efficiencies, leverage our domain expertise, and reduce costs. Our job is to create an optimal learning environment for children and adults through:

- **Custodial Services:** keep campuses, classrooms, and dormitories clean and hygienic utilizing ABM GreenCare®
- **Energy Solutions:** Solar PV and EV charging stations support sustainability goals
- **Financing Solutions:** our Bundled Energy Solutions program turns wasted energy into a funding source for building improvements
- **HVAC and Electrical Services:** provide peak indoor comfort, ideal lighting levels, and lower costs
- **Landscape & Turf Services:** design, installation, pest control, irrigation, fertilization, field design, turf maintenance, and restoration
- **Security Services:** campus security programs that enhance student and staff safety and help create a more secure learning environment



## Cornell University



One of America's most prestigious higher education institutions, Cornell University, developed its award-winning Climate Action Plan to achieve campus-wide carbon neutrality by 2050 using solar and other renewables.

However, funding was an issue so they turned to ABM to help leverage grants, tax benefits, and solar financing solutions.

Mission accomplished, ABM installed a 2MW solar array, consisting of 6,766 solar panels across 10 acres of land, marking Cornell's first large solar endeavor.

## Hamilton County Schools

Hamilton County's Board of Education was experiencing high overhead, benefit costs, and employee turnover in a school system that encompasses 85 sites, 7 million square feet of facility floor space, and 40,000 students.

They selected Southern Management, an ABM company to outsource their custodial functions, grounds maintenance, and construction cleanup as new schools are built.

## Altar Valley School District

ABM was providing custodial services to the Altar Valley School District when we became aware of their concerns surrounding outdated HVAC equipment, excessive energy costs, and planned budget cuts of \$147,000 per year.

Altar Valley turned to ABM's Bundled Energy Solutions program to provide a financing solution and energy cost reductions so they could obtain new equipment throughout their campus while overcoming the budget cuts.

ABM installed state-of-the-art LED lighting, automated energy controls, high efficiency HVAC equipment, and building envelope upgrades, as well as returned an abandoned well to operation.

Altar Valley received \$430,000 in facility upgrades with no upfront capital and no budget impact. Students now benefit from improved lighting, indoor air quality and more comfortable classrooms.

**Altar Valley will save \$782,000+ in energy and operating costs over the next 15 years.**



*School Planning & Management* featured ABM in its article on Charlotte County Schools, VA saving \$300K through ABM's Bundled Energy Solutions program.

# Building Value in GOVERNMENT

Federal, state and local government agencies face many of the same challenges as the private sector. The economic downturn has shrunk operating budgets, reduced spending, and delayed critical facility infrastructure upgrades and maintenance.

With these challenges, facility managers for government office buildings, military bases and hospitals, court houses, and other facilities must still provide their employees with clean, comfortable, safe, energy efficient and in some cases, top secret environments.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Government.



We maintain government facilities in **30 countries**



We help keep Lower Manhattan **graffiti free**



We service **20+** military medical facilities worldwide



We maintain **10,000+** city blocks in **15** different cities

After a hurricane in **Atlanta**, ABM quickly responded by removing **48,000 pounds of debris**



# By Providing an Efficient Work Environment

For 50 years, ABM has been providing federal, state, and local government entities with many of the same services as our commercial clients.

## U.S. Army Medical Research

ABM provides all manpower, management, equipment, supplies, and tools for the performance of Operations & Maintenance services for the U.S. Army Medical Research and Materiel Command, and United States Navy.

Our services include project management and preventive, emergency response, and demand maintenance. Our work that is completed in accordance with applicable codes and standards ensures that occupant life safety, infection control, and utility systems are maintained in compliance with accreditation standards.

A few U.S. military facilities we proudly serve:

- Walter Reed Army Institute of Research
- National Museum of Health and Medicine
- U.S. Army Medical Research and Materiel Command
- U.S. Navy Medical Research Laboratory
- U.S. Army Aeromedical Research Laboratory
- Armed Forces Medical Examiner System

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**Through LED lighting upgrades, ABM reduced Camp Pendleton Marine Base's energy use in several buildings by 81%, saving \$70,000+ annually.**

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## Judicial Council of California

ABM Facility Services began working with the Judicial Council of California (JCC) in 2011, primarily performing preventive maintenance in 150 courthouses in Southern California. Most of the HVAC work was outsourced.



However, an immediate need arose for a new building automation system and ABM's site-based engineers called ABM's HVAC team to install the new state-of-the-art system. The project was completed so successfully that when additional technical resources were required the next year, ABM's HVAC team was selected for all chiller services.

Our HVAC team's demand service model was ideal for the JCC because hiring full-time engineers can introduce personnel challenges if annual budget cuts take place. Instead, ABM's HVAC team can increase or decrease maintenance hours based on the allotted budget.

The integration of ABM's teams to provide these services at all 150 locations has been seamless. ABM's facility manager leverages both onsite, full-time ABM engineers and demand-based ABM chiller technicians to optimize service. The JCC has been pleased with the results. In fact, the JCC tracks ABM on 17 Key Performance Indicators, and since ABM's joint service teams began working together satisfaction has improved despite an increased workload.

## Columbia County

With its bicentennial anniversary looming, Columbia County, PA officials were keen to modernize their landmark buildings. The town wanted the courthouse to be the showpiece since the facility is on the historical register. It was critical to residents to preserve the original profile of the building while transforming it into the modern, ultra-efficient facility the county was expecting.



However, no budget existed for the upgrades. So, Columbia County selected ABM's Bundled Energy Solutions program, which allowed them to leverage future guaranteed energy cost savings to fund all of the necessary upgrades. There was no upfront capital required, zero impact to the existing operating budget, and no added burden to taxpayers.

Now residents walk into these buildings to find new high-efficiency lighting, HVAC equipment and advanced automation control systems. Further, ABM used excess savings to address IT needs and resurface several parking lots.

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**ABM slashed Columbia County's energy use by 30%, saving them at least \$190,000+ annually in energy and operating costs.**

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# Building Value in HEALTHCARE

From the soaring costs of healthcare delivery and aging baby-boomers stretching capacity levels, to the Affordable Care Act and stringent regulatory environment, the healthcare industry is experiencing enormous change. To compound matters, Medicare and Medicaid continue to increase pay-for-performance measures that impact reimbursement rates to hospitals.

For example, Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) survey results, which measure patient satisfaction, determine reimbursement rates and are now publicly available for over 4,500 hospitals. Improving the total patient experience is now vital to healthcare providers.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Healthcare.



We service the entire healthcare ecosystem:



Hospitals



Ambulatory Surgical Centers



Medical Office Buildings



Senior Living Facilities

We park **22.8+ million** cars annually at hospitals



We maintain **500,000+** medical devices



**300+** hospitals & **700+** medical facilities rely on ABM



We serve **10+ million** meals annually

We clean **125,000+ square feet** of healthcare space daily



We process **15+ million pounds** of laundry annually



# By Improving the Patient Experience

By delivering the most comprehensive range of support services in healthcare, ABM is uniquely positioned to impact the patient experience from “on-site arrival to the hospital bed.”

The service quality we deliver at each patient touch point significantly impacts the total hospital experience through:

- **Environmental Services:** keep rooms and surrounding areas sterile
- **Food & Nutrition Programs:** healthy, appetizing and provide a lasting impression
- **Patient Transportation:** deliver attentive wheel chair and gurney assistance
- **Facility Management:** keep HVAC, elevators, escalators, and plumbing operating properly
- **Laundry Services:** deliver fresh, clean and aseptic linens
- **Concierge & Front Door Services:** result in informed and pleased patients
- **Parking, Valet & Shuttle Services:** ensure memorable first and last patient touch points
- **Clinical Engineering:** ensure MRI, CAT scan, and other medical equipment operate safely



## Southwest General Health Center

In the face of inefficiency, slipping patient satisfaction, and high turnover rates, Southwest General Health Center was devoted to raising patient care and satisfaction.



They chose ABM to elevate their environmental services (EVS), food and nutrition offerings, and establish a patient transportation program.

ABM implemented automated monitoring and quality systems, best practice cleaning protocols, and our proven Healthcare-Associated Infections (HAI) reduction program. ABM also implemented certification programs, web-based ordering systems, restaurant style room service, healthier meal options and a manufacturer rebate program. Lastly, a patient transportation group was jointly developed with automated patient tracking to speed discharge and improve bed throughput.

**Result: Improved employee morale and patient satisfaction scores, reduced costs and increased rebates.**



ABM's Stephen Grimes was featured in several publications, including *MED*, *Becker's Hospital Review* and *Modern Healthcare* on new medical equipment regulations

## Reducing Infections

While there is heightened public attention on blood-borne and airborne pathogens, hospitals deal with infectious diseases daily. In fact, Medicare and Medicaid deny payment for HAI that occur during the hospital stay and were not present on admission.

This is why healthcare providers must employ environmental services and infection prevention measures that go well beyond traditional visual inspection and sanitation procedures.



ABM is on the cutting edge of supplemental technology that is redefining how healthcare providers combat HAI risk for patients.

Fluorescent marking and adenosine triphosphate (ATP) measuring devices are now used by ABM to augment traditional surface inspection and these devices are quickly becoming the gold standard in the healthcare industry.



ABM's Gary Pollack was featured in several articles including *Healthcare Facilities Today* and *MED* on HAI Best Practices

# Building Value in INDUSTRIAL/MANUFACTURING

In recent decades, emerging markets have facilitated fierce competition around the globe in the manufacturing of a wide range of consumer products. This continues to drive cost-cutting and efficiencies in all aspects of their business.

Not surprisingly, many of the world's largest manufacturers already have large economies of scale in purchasing but are now seeking to consolidate facility services from single-source providers for scalability and cost-effectiveness so they can focus on their core competencies.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Industrial/Manufacturing.



Electrical  
& Lighting



Energy



Facilities  
Engineering



HVAC &  
Mechanical



Janitorial



Landscape  
& Turf



Parking &  
Transportation



Security

**700+**  
industrial  
clients depend  
on ABM

We maintain  
**20+ million  
square feet**  
of FDA  
regulated space

All **90** food  
production clients  
have the highest  
inspection ratings

**50+ years**  
experience in  
food processing  
facilities



ABM's third-party  
sanitation audit  
scores are  
**rated superior**



# By Providing a **Highly Efficient Environment**

ABM is providing facility services to a broad range of industrial companies -- Consumer Goods, Food & Beverage, Warehousing & Shipping, and Distribution & Logistics.

Whether ABM is performing 'hard services' like operations and maintenance, 'soft services' like janitorial and security, or facility management to keep these environments firing on all cylinders, ABM is counted on to deliver:

- **Energy Solutions:** including solar PV, lighting upgrades and automation controls
- **Facilities Engineering:** facility management, HVAC, lighting, electrical, mechanical, operations, plumbing, and general repairs
- **Janitorial Services:** including food production, sanitation services, cleanroom cleaning and maintenance, production floor cleaning and more
- **Landscape & Turf Services:** maintenance, pest control, irrigation maintenance, and fertilization
- **Security Personnel & Consulting:** screening and investigations, loss prevention and asset tracking, and roving guards



## Integrated Facility Solutions

Over 50% of ABM's 700+ industrial and manufacturing clients bundle two or more of our services. In most cases, ABM self-performs services, helping to maximize value and reinforce a client's culture no matter the location. ABM's expertise in controlled industrial and manufacturing environments ensures compliance with governmental, industry, and client-specific regulations.

ABM is one of the only facility services providers with the scope, scale, human capital, industry expertise, and proven technology to weave together and deliver enterprise-wide solutions and deliver them across the globe.

## Kuehne + Nagel

In 2014, Kuehne + Nagel Inc. selected ABM Facility Services to provide building and facilities management services for its U.S. sites. ABM will provide Kuehne + Nagel with consistent service levels to improve service, performance measurement, and costs through this Integrated Facility Solutions contract.

With approximately 63,000 employees at 1,000 locations in over 100 countries, the Kuehne + Nagel Group is one of the world's leading logistics companies. Its strong market position lies in the sea freight, airfreight, contract logistics, and overland businesses, with a clear focus on providing IT-based lead logistics.



## Automotive Market Expansion

In 2014, ABM continued its expansion in the automotive market when BMW extended its partnership with ABM. We are providing integrated facility services at 18 BMW North American locations.



As part of ABM's full suite of service offerings for BMW, we are integrating work from across our service lines – including our janitorial, facilities engineering, security, and landscape & turf businesses.



The contract extension further built on our 2013 agreement with BMW North America as their preferred EV charging station installation and service partner for its BMW i Centers in the U.S. and for BMW i Retailers in Canada. In 2014, ABM installed hundreds of charging ports in over 320 BMW dealerships.



ABM's Ken Sapp was featured in *CHARGED Magazine* on EV charging station planning and installation.

# Building Value in **SPORTS & ENTERTAINMENT**

There is nothing like the thrill and excitement of being amongst an electric crowd at a sporting event or concert. However, as technology advancements accelerate, some sports fans and concert goers are beginning to prefer watching events on their state-of-the-art HD televisions, computers, tablets, and mobile devices, from the comfort of their own homes.

To overcome this, astute entertainment venue owners and managers are focusing on providing their guests with top-quality services and memorable experiences at every turn, from the moment they enter the parking lot until the final bow or whistle blows.

## DID YOU KNOW?

We deliver a comprehensive range of support services in Sports & Entertainment.



Electrical  
& Lighting



Energy



Facilities  
Engineering



HVAC &  
Mechanical



Janitorial



Landscape  
& Turf



Security



Parking &  
Transportation



**75+**  
sports &  
entertainment  
clients  
rely on ABM

ABM ensures  
**6+ million**  
MLB fans arrive to  
a clean stadium



ABM ensures  
**3+ million**  
NFL fans arrive to  
a clean stadium



ABM serviced the  
NHL's **first outdoor**  
**game** in California

We service **4,000+** events per year

We service  
and maintain  
**100+**  
venues

**30+** years' experience in  
sports &  
entertainment  
venues

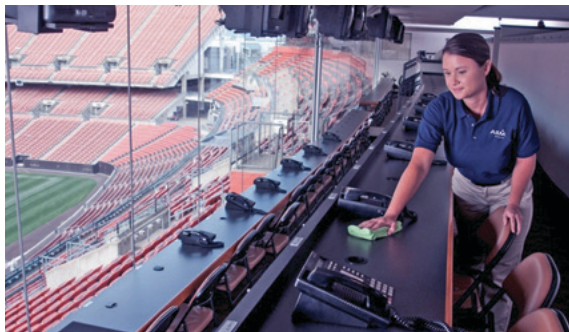


# By Providing a **Memorable Guest Experience**

ABM understands that exceptional guest services are the key for venue owners and managers, and we have the industry expertise, seasoned local employees, and a proven approach to deliver memorable experiences.

While we might not be noticed, we are continually working to help clients better engage guests and enhance their entertainment environment. From the parking lot to the stands, luxury boxes and locker rooms, concourses and scoreboards, ABM delivers exceptional guest services through:

- **Energy Solutions:** including solar PV, lighting upgrades and automation controls
- **Facilities Engineering:** HVAC, mechanical and electrical services that create comfortable indoor temperatures and well-lit venues
- **Janitorial Services:** provide clean seats, restrooms, and concourses utilizing ABM GreenCare®
- **Landscape & Turf Services:** design, installation, pest control, irrigation, fertilization, field design, turf maintenance, and restoration
- **Parking Services:** help guests quickly arrive and depart from parking lots
- **Security & Concierge Services:** help create a friendly and secure venue



## AEG

One of the world's leading sports and entertainment companies, AEG, owns, controls, or is affiliated with the most recognizable brands, teams, events and venues across the globe. Notable among those are The O2 in London and L.A. Live in Los Angeles.



These marquee destinations are known worldwide for hosting a wide variety of events and performers -- from concerts and sporting events to awards shows and exhibitions. Often scheduled on back-to-back days, the millions of guests attending these events still expect superior service and an impeccable environment at all times and occasions.

AEG chose ABM because it was looking for an experienced and flexible maintenance and cleaning service provider who had the sophisticated technology, equipment, and operational acumen to handle their diversity, high volumes, and large nightly turnover.

Each day, we strive to deliver the exceptional service AEG's guests demand.

## College and Major League Stadiums

While the NFL, NBA, and MLB are a significant portion of ABM's sports and entertainment strategy and business, ABM is also working in other professional sports leagues, such as the NHL and MLS as well as college stadiums to provide a world-class experience for sports fans.

In 2014, ABM was named the official services partner for Tulane University's Yulman Stadium. The 30,000-seat stadium is the brand new home to the Tulane Green Wave football team and marks ABM's fifth collegiate football stadium partnership.

Other notable college stadium clients include the L.A. Coliseum, home of the USC Trojans, and Darrell K. Royal – Texas Memorial Stadium, home of the Texas Longhorns.

## Los Angeles Kings



ABM's Larios Genaro receives the Los Angeles Kings' "Royal Treatment Award" for delivering exceptional customer service to its fans.

"ABM has been a tremendous partner to the Los Angeles Kings," said Kings President Luc Robitaille. "We have the greatest fans in the world, and we wouldn't trust their comfort each night to just any service provider."

# Building Value in CORPORATE SUSTAINABILITY

ABM's diverse clientele have a wide range of service needs, but all of our key markets have one need in common: more ABM clients than ever before demand a socially and environmentally responsible provider with a clear focus on positively impacting our shared environment. ABM has been setting the industry standard with our corporate sustainability program since its inception in 2006 and we back up our talk by reporting on ABM's corporate sustainability efforts based on the Global Reporting Initiative (GRI) guidelines. View our most recent Corporate Sustainability results at [www.abm.com/sustainability](http://www.abm.com/sustainability).

ABM GreenCare® helps clients make improvements in four key areas: environmental and social responsibility, employee productivity and retention, property protection and fiscal responsibility. ABM GreenCare® offerings span our Janitorial, Energy, Parking, Security, and Landscaping businesses. Some of the key value-adds the program offers ABM clients include:

- Green cleaning programs with Green Seal certified chemicals and USGBC LEED® compliant equipment to improve indoor environmental quality for building occupants, recycling programs, touch-free water conservation, and related certification assistance for clients pursuing LEED®.
- ABM's energy conservation methods for clients include its Bundled Energy Solutions Program, EV Charging Station installation and maintenance, and solar solutions for reduced energy costs.
- ABM's customized mobile app, pay by phone option, and web services help drivers spend less time in their cars.
- Round-the-clock technology helps ABM manage security communications in a paperless environment and ABM security guards use electric or hybrid vehicles at many sites.
- ABM utilizes alternative fuel vehicles and equipment, as well as battery powered and electric equipment. Additionally, ABM uses smart water management systems, as well as systems that use reclaimed water; and we have many timers/controllers that run off low-voltage or solar power.

And while we remain focused on impacting our clients' environments, we keep a similarly sharp focus on ABM's own carbon footprint across the enterprise.



# By Providing our **Clients and their Customers with Clean, Healthy Environments**

## Emissions

		2014	2013
Scope 1 CO2 - e	Tonnes	47,763	48,007
Scope 2 CO2 - e	Tonnes	9,696	10,181
Scope 3 CO2 - e	Tonnes	2,046	1,706
Fuel used	MWh	198,398	199,058
Electricity Used	MWh	17,981	19,333

## ABM's Overall Fuel Consumption

(Fleet and Office Locations)

	MWh
Electricity	17,981
Motor Gasoline	180,640
Diesel	7,663
Biogasoline	132
Natural Gas	9,963

## ABM 2014 Client Awards

### ABM Honored with Superior Partnership Award by the Irvine Company LLC

On February 6, 2014, ABM was invited to accept the award for "Superior Partner" at the first ever Irvine Company Cross Divisional Service Partner Awards ceremony. The event honored Irvine Company vendor partners "admired as the best in their respective fields of service."

ABM's Charlotte Jensen-Murphy, Rene Jacobsen, Bob Clarke, Jim Altieri, Carlos Murrieta, David Casarez, and Aaron Cohen were presented the award by Senior Director of Operations for the Irvine Company Maureen Quintanar. ABM was nominated in December 2013 by the real estate

company with the criteria being that the service provider must perform exemplary work within more than one division.

ABM provides janitorial, engineering and parking services for the Irvine Company across their expansive operations that include: campus office, retail, high-rise office, apartments, and their exclusive resort division. As one of only six service partners invited to be in attendance, this was a terrific honor for ABM.

### New York/New Jersey Airports Honor ABM Parking Services

The Port Authority of New York and New Jersey's PANYNJ Aviation Department presented ABM Parking Services at John F. Kennedy International Airport (JFK), Newark Liberty International Airport (EWR), and LaGuardia Airport (LGA) with their highest recognition award, **Best Performance by a Port Authority Contractor for 2013**.

In addition, two employees of ABM Parking Services, Supervisor Dennis Polanco at JFK and Cashier Crystal Sewell at EWR were named Port Authority Employees of the Year, 2013 for Consistency in Service.



## ABM in the Community

We continue to work hard to give back to the communities in which we live and work. Here are just a few of the many examples of how ABM gave back in 2014.

### Children's Memorial Hermann Hospital

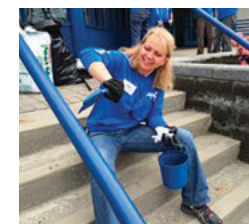


In August, ABM's 16 Houston-based internal audit team members and friends of the department spent the afternoon decorating ABM-supplied T-shirts and stuffed animals alongside approximately 40

pediatric patients at Children's Memorial Hermann Hospital. Everyone had a fantastic time – it was an opportunity to help brighten the day of patients and the ABM team alike!

### ABM Gives Back in Atlantic City

In May, more than 150 ABM volunteers gave their time to help beautify Atlantic City's Police Athletic League (PAL). PAL is geared towards positive instruction for youth



and young adults and is involved with 400 kids in Atlantic City. 100 ABM volunteers helped makeover PAL's North New York Avenue facility, while another 50 worked alongside Atlantic City Public Works to renovate the courtyard between City Hall and the Atlantic County Office Building.

# Factors that **May Affect Future Results**

This Annual Report contains forward-looking statements that set forth management's expectations about the future performance of the Company and its various businesses based on management's current plans and assumptions. Undue reliance should not be placed on these statements because there are any number of factors that could cause the Company's performance and actual results to differ materially from those anticipated. These factors include, but are not limited to the following:

(1) risks relating to our acquisition strategy may adversely impact our results of operations; (2) our strategy of moving to an integrated facility solutions provider platform, which focuses on vertical markets, may not generate the organic growth in revenues or profitability that we expect; (3) we are subject to intense competition that can constrain our ability to gain business as well as our profitability; (4) our business success depends on our ability to preserve our long-term relationships with clients; (5) increases in costs that we cannot pass on to clients could affect our profitability; (6) we have high deductibles for certain insurable risks, and therefore we are subject to volatility associated with those risks; (7) our restructuring initiatives may not achieve the expected cost reductions; (8) our business success depends on retaining senior management and attracting and retaining qualified personnel; (9) we are at risk of losses stemming from accidents or other incidents at facilities in which we operate, which could cause significant damage to our reputation and financial loss; (10) negative or unexpected tax consequences could adversely affect our results of operations; (11) federal health care reform legislation may adversely affect our business

and results of operations; (12) changes in energy prices and government regulations could adversely impact the results of operations of our Building & Energy Solutions business; (13) significant delays or reductions in appropriations for our government contracts may negatively affect our business and could have an adverse effect on our financial position, results of operations, and cash flows; (14) we conduct some of our operations through joint ventures, and our ability to do business may be affected by the failure of our joint venture partners to perform their obligations; (15) our business may be negatively affected by adverse weather conditions; (16) we are subject to business continuity risks associated with centralization of certain administrative functions; (17) our services in areas of military conflict expose us to additional risks; (18) we are subject to cybersecurity risks arising out of breaches of security relating to sensitive company, client, and employee information and to the technology that manages our operations and other business processes; (19) a decline in commercial office building occupancy and rental rates could affect our revenues and profitability; (20) deterioration in general economic conditions could reduce the demand for facility services and, as a result, reduce our earnings and adversely affect our financial condition; (21) financial difficulties or bankruptcy of one or more of our clients could adversely affect our results; (22) we incur accounting and other control costs that reduce profitability; (23) any future increase in the level of our debt or in interest rates could affect our results of operations; (24) our ability to operate and pay our debt obligations depends upon our access to cash; (25) goodwill impairment charges could have a material adverse effect on our financial condition and results of operations;

(26) impairment of long-lived assets may adversely affect our operating results; (27) we are defendants in class and representative actions and other lawsuits alleging various claims that could cause us to incur substantial liabilities; (28) changes in immigration laws or enforcement actions or investigations under such laws could significantly adversely affect our labor force, operations, and financial results; (29) labor disputes could lead to loss of revenues or expense variations; (30) we participate in multiemployer pension plans that under certain circumstances could result in material liabilities being incurred; and (31) disasters or acts of terrorism could disrupt services.

Additional information regarding these and other risks and uncertainties the Company faces is contained in the Company's Annual Report on Form 10-K for the year ended October 31, 2014 and in other reports the Company files from time to time with the Securities and Exchange Commission. The Company urges readers to consider these risks and uncertainties in evaluating its forward-looking statements. The Company cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company disclaims any obligation or undertaking to publicly release any updates or revisions to any forward-looking statement contained herein (or elsewhere) to reflect any change in the Company's expectations with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

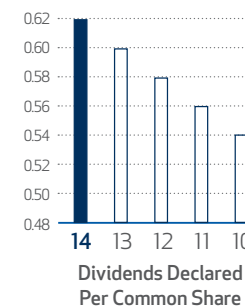
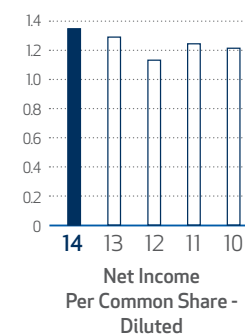
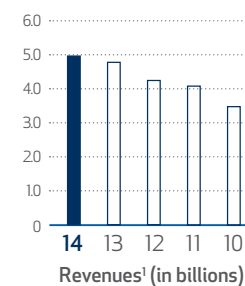
# Financial **REPORTS**



## Five-Year Selected Financial Data

<b>Statements of Income Data:</b> Year Ended October 31, (in millions, except per share amounts)	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>Revenues</b>	\$ 5,032.8	\$ 4,809.3	\$ 4,300.3	\$ 4,246.8	\$ 3,495.7
<b>Operating profit</b>	128.6	119.0	96.6	117.6	108.8
<b>Income from continuing operations</b>	75.6	72.9	62.7	68.7	63.9
<b>Per Share Data:</b>					
Net income per common share - Basic	\$ 1.35	\$ 1.33	\$ 1.16	\$ 1.29	\$ 1.23
Net income per common share - Diluted	\$ 1.32	\$ 1.30	\$ 1.14	\$ 1.27	\$ 1.21
<b>Weighted-average common and common equivalent shares outstanding</b>					
Basic	56.1	54.9	54.0	53.1	52.1
Diluted	57.1	56.1	54.9	54.1	52.9
<b>Dividends declared per common share</b>	\$ 0.62	\$ 0.60	\$ 0.58	\$ 0.56	\$ 0.54
<b>Statements of Cash Flow Data:</b>					
Net cash provided by continuing operating activities	\$ 120.7	\$ 135.3	\$ 148.9	\$ 156.8	\$ 140.7

<b>Balance Sheet Data:</b> As of October 31, (in millions)	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>Total assets</b>	\$ 2,192.9	\$ 2,119.2	\$ 1,851.2	\$ 1,861.5	\$ 1,548.7
Trade accounts receivable, net of allowances	748.2	690.8	573.6	561.3	450.5
Insurance recoverables	66.4	68.7	64.5	70.6	76.1
Goodwill	904.6	872.4	751.6	750.9	594.0
Other intangible assets, net of accumulated amortization	128.8	144.4	109.1	129.0	65.8
Line of credit	319.8	314.9	215.0	300.0	140.5
Insurance claims	349.7	358.0	343.8	341.4	348.3



<sup>1</sup> Revenues in the year ended October 31, 2013 included \$408.1 million associated with our acquisitions on November 1, 2012 consisting of Air Serv Corporation, HHA Services, Inc., and certain assets and liabilities of Calvert-Jones Company, Inc. Revenues in the year ended October 31, 2011 included \$512.9 associated with the December 1, 2010 acquisition of The Linc Group.

## Consolidated Balance Sheets

As of October 31, (in millions, except share and per share amounts)	2014	2013
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 36.7	\$ 32.6
Trade accounts receivable, net of allowances of \$10.6 and \$10.2 at October 31, 2014 and 2013, respectively	748.2	690.8
Prepaid expenses	65.5	64.7
Deferred income taxes, net	46.6	47.1
Other current assets	30.2	29.4
<b>Total current assets</b>	<b>927.2</b>	<b>864.6</b>
Other investments	32.9	32.3
Property, plant and equipment, net of accumulated depreciation of \$138.6 and \$127.5 at October 31, 2014 and 2013, respectively	83.4	77.2
Other intangible assets, net of accumulated amortization of \$142.9 and \$115.5 at October 31, 2014 and 2013, respectively	128.8	144.4
Goodwill	904.6	872.4
Other assets	116.0	128.3
<b>Total assets</b>	<b>\$ 2,192.9</b>	<b>\$ 2,119.2</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Trade accounts payable	\$ 175.9	\$ 157.3
Accrued compensation	131.2	138.4
Accrued taxes - other than income	29.4	25.7
Insurance claims	80.0	84.6
Income taxes payable	2.0	0.1
Other accrued liabilities	107.9	102.4
<b>Total current liabilities</b>	<b>526.4</b>	<b>508.5</b>
Noncurrent income taxes payable	53.7	50.4
Line of credit	319.8	314.9
Deferred income tax liability, net	16.4	13.1
Noncurrent insurance claims	269.7	273.4
Other liabilities	38.1	41.4
<b>Total liabilities</b>	<b>1,224.1</b>	<b>1,201.7</b>

As of October 31, (in millions, except share and per share amounts)	2014	2013
Commitments and contingencies		
<b>Stockholders' Equity</b>		
Preferred stock, \$0.01 par value; 500,000 shares authorized; none issued	-	-
Common stock, \$0.01 par value; 100,000,000 shares authorized; 55,691,350 and 55,477,813 shares issued and outstanding at October 31, 2014 and 2013, respectively	0.6	0.6
Additional paid-in capital	274.1	261.8
Accumulated other comprehensive loss, net of taxes	(2.8)	(1.7)
Retained earnings	696.9	656.8
<b>Total stockholders' equity</b>	<b>968.8</b>	<b>917.5</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 2,192.9</b>	<b>\$ 2,119.2</b>

## Consolidated Statements of Income

Year ended October 31, (in millions, except per share amounts)	2014	2013	2012
<b>Revenues</b>	\$ 5,032.8	\$ 4,809.3	\$ 4,300.3
<b>Expenses</b>			
Operating	4,513.5	4,313.4	3,854.4
Selling, general and administrative	363.9	348.3	327.8
Amortization of intangible assets	26.8	28.6	21.5
<b>Total expenses</b>	<b>4,904.2</b>	4,690.3	4,203.7
Operating profit	128.6	119.0	96.6
Other-than-temporary impairment credit losses on auction rate security recognized in earnings	-	-	(0.3)
Income from unconsolidated affiliates, net	6.5	6.3	6.4
Interest expense	(10.7)	(12.9)	(10.0)
Income from continuing operations before income taxes	124.4	112.4	92.7
Provision for income taxes	(48.8)	(39.5)	(30.0)
Income from continuing operations	75.6	72.9	62.7
Loss from discontinued operations, net of taxes	-	-	(0.1)
<b>Net income</b>	<b>\$ 75.6</b>	\$ 72.9	\$ 62.6
<b>Net income per common share</b>			
Basic	\$ 1.35	\$ 1.33	\$ 1.16
Diluted	\$ 1.32	\$ 1.30	\$ 1.14
<b>Weighted-average common and common equivalent shares outstanding</b>			
Basic	56.1	54.9	54.0
Diluted	57.1	56.1	54.9
<b>Dividends declared per common share</b>	<b>\$ 0.62</b>	\$ 0.60	\$ 0.58

To supplement ABM's consolidated financial information, the Company has presented operating profit, as adjusted for items impacting comparability, for fiscal years 2014 and 2013. These adjustments have been made with the intent of providing financial measures that give management and investors a better understanding of the underlying operational results and trends as well as ABM's marketplace performance. The presentation of this non-GAAP financial measure is not meant to be considered in isolation or as a substitute for financial statements prepared in accordance with accounting principles generally accepted in the United States of America.

Years Ended October 31, (in millions)	2014	2013
<b>Unaudited Reconciliation of Adjusted Operating Profit to Operating Profit</b>		
Adjusted operating profit	\$ 152.8	\$ 139.0
Total items impacting comparability	(24.2)	(20.0)
<b>Operating profit</b>	<b>\$ 128.6</b>	<b>\$ 119.0</b>

## Consolidated Statements of Comprehensive Income

Year Ended October 31, (in millions)	2014			2013			2012		
	Pre-tax amounts	Tax (benefit)/ expense	After-tax amounts	Pre-tax amounts	Tax expense/ (benefit)	After-tax amounts	Pre-tax amounts	Tax expense/ (benefit)	After-tax amounts
<b>Net income</b>			\$ 75.6			\$ 72.9			\$ 62.6
<b>Other comprehensive (loss) income:</b>									
<b>Unrealized gains on auction rate securities:</b>									
Unrealized gains on auction rate securities	\$ -	\$ -	\$ -	\$ 0.2	\$ 0.1	\$ 0.1	\$ 2.1	\$ 0.9	\$ 1.2
Reclassification adjustment for credit losses recognized in earnings	-	-	-	-	-	-	0.3	0.1	0.2
<b>Net unrealized gains on auction rate securities</b>	-	-	-	0.2	0.1	0.1	2.4	1.0	1.4
<b>Unrealized (losses) gains on interest rate swaps:</b>									
Unrealized losses arising during the period	(0.5)	(0.2)	(0.3)	(0.4)	(0.2)	(0.2)	(0.1)	-	(0.1)
Reclassification adjustment for loss included in interest expense	0.5	0.2	0.3	0.5	0.2	0.3	0.1	-	0.1
<b>Net unrealized gains on interest rate swaps</b>	-	-	-	0.1	-	0.1	-	-	-
<b>Foreign currency translation</b>	(1.3)	-	(1.3)	(0.2)	-	(0.2)	(0.1)	-	(0.1)
<b>Defined and postretirement benefit plans adjustments:</b>									
Actuarial gains (losses) arising during the current year	0.2	0.1	0.1	0.7	0.3	0.4	(1.6)	(0.7)	(0.9)
Reclassification adjustment for amortization of actuarial losses	0.1	-	0.1	0.1	0.1	-	0.1	0.1	-
Reclassification adjustment for settlement losses	0.1	0.1	-	0.1	-	0.1	0.1	-	0.1
<b>Net defined and postretirement benefit plans adjustments</b>	0.4	0.2	0.2	0.9	0.4	0.5	(1.4)	(0.6)	(0.8)
<b>Total other comprehensive (loss) income</b>	\$ (0.9)	\$ 0.2	\$ (1.1)	\$ 1.0	\$ 0.5	\$ 0.5	\$ 0.9	\$ 0.4	\$ 0.5
<b>Comprehensive income</b>			\$ 74.5			\$ 73.4			\$ 63.1

## Consolidated Statements of Stockholders' Equity

Year Ended October 31, (in millions)	2014		2013		2012	
	Shares	Amount	Shares	Amount	Shares	Amount
<b>Common Stock:</b>						
Balance, beginning of year	55.5	\$ 0.6	54.4	\$ 0.6	53.3	\$ 0.6
Stock issued under employee stock purchase and share-based compensation plans	1.0	-	1.1	-	1.1	-
Repurchase of common stock	(0.8)	-	-	-	-	-
<b>Balance, end of year</b>	<b>55.7</b>	<b>0.6</b>	<b>55.5</b>	<b>0.6</b>	<b>54.4</b>	<b>0.6</b>
<b>Additional Paid-in Capital:</b>						
Balance, beginning of year		261.8		234.6		211.4
Stock issued under employee stock purchase and share-based compensation plans (including incremental tax benefit)		16.0		13.9		13.0
Share-based compensation expense		16.3		13.3		10.2
Repurchase of common stock		(20.0)		-		-
<b>Balance, end of year</b>		<b>274.1</b>		<b>261.8</b>		<b>234.6</b>
<b>Accumulated Other Comprehensive Loss, net of taxes:</b>						
Balance, beginning of year		(1.7)		(2.2)		(2.7)
Other comprehensive (loss) income		(1.1)		0.5		0.5
<b>Balance, end of year</b>		<b>(2.8)</b>		<b>(1.7)</b>		<b>(2.2)</b>
<b>Retained Earnings:</b>						
Balance, beginning of year		656.8		617.4		586.6
Net income		75.6		72.9		62.6
Dividends:						
Common stock		(34.6)		(32.9)		(31.3)
Stock issued under share-based compensation plans		(0.9)		(0.6)		(0.5)
<b>Balance, end of year</b>		<b>696.9</b>		<b>656.8</b>		<b>617.4</b>
<b>Total Stockholders' Equity</b>		<b>\$ 968.8</b>		<b>\$ 917.5</b>		<b>\$ 850.4</b>

## Consolidated Statements of Cash Flows

Year ended October 31, (in millions)	2014	2013	2012
<b>Cash flows from operating activities:</b>			
Net income	\$ 75.6	\$ 72.9	\$ 62.6
Loss from discontinued operations, net of taxes	-	-	0.1
<b>Income from continuing operations</b>	<b>75.6</b>	<b>72.9</b>	<b>62.7</b>
<b>Adjustments to reconcile income from continuing operations to net cash provided by continuing operating activities:</b>			
Depreciation and amortization	57.3	60.4	50.9
Deferred income taxes	2.2	12.5	9.8
Share-based compensation expense	16.3	13.3	10.2
Provision for bad debt	3.2	2.8	2.6
Discount accretion on insurance claims	0.4	0.5	0.7
Auction rate security credit loss impairment	-	-	0.3
Gain on sale of assets	(1.2)	(0.2)	(2.0)
Income from unconsolidated affiliates, net	(6.5)	(6.3)	(6.4)
Distributions from unconsolidated affiliates	5.6	3.0	5.8
Changes in operating assets and liabilities, net of effects of acquisitions:			
Trade accounts receivable	(43.4)	(56.8)	(14.5)
Prepaid expenses and other current assets	(4.9)	6.3	(10.1)
Other assets	14.2	2.3	14.5
Income taxes payable	8.3	8.7	4.5
Other liabilities	(1.4)	(5.1)	(1.6)
Insurance claims	(8.7)	3.9	1.7
Trade accounts payable and other accrued liabilities	3.7	17.1	19.8
<b>Total adjustments</b>	<b>45.1</b>	<b>62.4</b>	<b>86.2</b>
<b>Net cash provided by continuing operating activities</b>	<b>120.7</b>	<b>135.3</b>	<b>148.9</b>
<b>Net cash provided by discontinued operating activities</b>	<b>-</b>	<b>-</b>	<b>1.7</b>
<b>Net cash provided by operating activities</b>	<b>120.7</b>	<b>135.3</b>	<b>150.6</b>

## Consolidated Statements of Cash Flows (continued)

Year ended October 31, (in millions)	2014	2013	2012
<b>Cash flows from investing activities:</b>			
Additions to property, plant and equipment	(37.4)	(32.6)	(28.0)
Proceeds from sale of assets and other	3.6	1.2	4.2
Purchase of businesses, net of cash acquired	(48.2)	(199.3)	(6.0)
Investments in unconsolidated affiliates	-	(0.2)	-
Proceeds from redemption of auction rate security	-	5.0	-
<b>Net cash used in investing activities</b>	<b>(82.0)</b>	<b>(225.9)</b>	<b>(29.8)</b>
<b>Cash flows from financing activities:</b>			
Proceeds from exercises of stock options	10.0	13.3	12.5
Incremental tax benefit from share-based compensation awards	5.1	-	-
Repurchases of common stock	(20.0)	-	-
Dividends paid	(34.6)	(32.9)	(31.3)
Deferred financing costs paid	(1.2)	-	-
Borrowings from line of credit	1,089.1	1,006.0	773.0
Repayment of borrowings from line of credit	(1,084.2)	(906.1)	(858.0)
Changes in book cash overdrafts	6.6	2.9	-
Repayment of capital lease obligations	(5.4)	(3.5)	-
<b>Net cash (used in) provided by financing activities</b>	<b>(34.6)</b>	<b>79.7</b>	<b>(103.8)</b>
Net increase (decrease) in cash and cash equivalents	4.1	(10.9)	17.0
Cash and cash equivalents at beginning of year	32.6	43.5	26.5
<b>Cash and cash equivalents at end of year</b>	<b>\$ 36.7</b>	<b>\$ 32.6</b>	<b>\$ 43.5</b>
<b>Supplemental data</b>			
Cash paid for income taxes, net of refunds received	\$ 32.9	\$ 18.7	\$ 15.5
Interest paid on line of credit	6.2	7.7	5.3

## Financial Information by Reportable Segment

Years ended October 31, (in millions)	2014	2013	2012
<b>Revenues:</b>			
Janitorial	\$ 2,583.2	\$ 2,480.5	\$ 2,390.6
Facility Services	599.3	609.4	576.1
Parking	616.1	609.1	615.1
Security	383.1	381.5	365.9
Building & Energy Solutions	483.8	401.5	348.3
Other	367.3	326.4	3.8
Corporate	-	0.9	0.5
	<b>\$ 5,032.8</b>	<b>\$ 4,809.3</b>	<b>\$ 4,300.3</b>
<b>Operating profit:</b>			
Janitorial	\$ 144.4	\$ 135.4	\$ 135.4
Facility Services	26.9	27.4	23.1
Parking	30.9	27.5	26.2
Security	12.5	13.0	7.8
Building & Energy Solutions	23.1	15.3	10.2
Other	12.2	11.8	0.6
Corporate	(114.8)	(105.2)	(103.3)
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(6.6)	(6.2)	(3.4)
	<b>128.6</b>	<b>119.0</b>	<b>96.6</b>
Other-than-temporary impairment credit losses on auction rate security recognized in earnings	-	-	(0.3)
Income from unconsolidated affiliates, net	6.5	6.3	6.4
Interest expense	(10.7)	(12.9)	(10.0)
<b>Income from continuing operations before income taxes</b>	<b>\$ 124.4</b>	<b>\$ 112.4</b>	<b>\$ 92.7</b>
<b>Total assets:*</b>			
Janitorial	\$ 952.8	\$ 887.5	\$ 861.2
Facility Services	198.8	211.3	214.6
Parking	140.6	141.9	153.6
Security	116.0	112.7	111.3
Building & Energy Solutions	334.9	296.2	232.1
Other	224.4	231.9	2.6
Corporate	225.4	237.7	275.4
	<b>\$ 2,192.9</b>	<b>\$ 2,119.2</b>	<b>\$ 1,850.8</b>

Effective in the first quarter of 2014, certain operations were transferred between our Janitorial segment and our Other segment to better align activities conducted in the respective segments. The net impact of these changes on the reported revenues and operating profit for 2013 was a reclassification of \$15.1 million and \$0.8 million, respectively, from our Other segment to our Janitorial segment. The impact of these changes on the reported revenues and operating profit for 2012 was a reclassification of \$3.8 million and \$0.6 million, respectively, from our Janitorial segment to our Other segment. Additionally, certain sales and marketing costs associated with initiatives to expand our energy and government services were transferred from Corporate to our Building & Energy Solutions segment, resulting in a reclassification of expenses of \$3.4 million and \$2.1 million from Corporate to the Building & Energy Solutions segment for 2013 and 2012, respectively. Prior-period segment results have been restated to conform to these changes.

\* Excludes assets of discontinued operations of \$0.4 million as of October 31, 2012.

## Financial Information by Reportable Segment (continued)

Year ended October 31, (in millions)	2014	2013	2012
<b>Depreciation and amortization:</b>			
Janitorial	\$ 17.9	\$ 18.0	\$ 18.0
Facility Services	3.9	4.4	5.0
Parking	2.9	3.2	3.5
Security	0.9	1.0	1.2
Building & Energy Solutions	11.4	11.3	8.8
Other	11.9	11.5	-
Corporate	8.4	11.0	14.4
	<b>\$ 57.3</b>	<b>\$ 60.4</b>	<b>\$ 50.9</b>
<b>Capital expenditures:</b>			
Janitorial	\$ 13.2	\$ 14.7	\$ 12.4
Facility Services	0.1	-	-
Parking	2.2	2.5	2.2
Security	-	0.2	0.2
Building & Energy Solutions	3.1	1.2	0.8
Other	5.1	2.4	-
Corporate	13.7	11.6	12.4
	<b>\$ 37.4</b>	<b>\$ 32.6</b>	<b>\$ 28.0</b>

## Geographic Information Based on the Country in Which the Sale Originated

Years Ended October 31, (in millions)	2014	2013	2012
<b>Revenues:</b>			
United States	\$ 4,902.5	\$ 4,703.0	\$ 4,243.0
All other countries	130.3	106.3	57.3
	<b>\$ 5,032.8</b>	<b>\$ 4,809.3</b>	<b>\$ 4,300.3</b>

Substantially all of our long-lived assets are related to United States operations.

## Report of Independent Registered Public Accounting Firm

### The Board of Directors and Stockholders ABM Industries Incorporated:

We have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended October 31, 2014 (not presented herein); and in our report dated December 17, 2014, we expressed an unqualified opinion on those consolidated financial statements.

In our opinion, the information set forth in the accompanying condensed consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 2014 and 2013, and the related condensed consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended October 31, 2014 is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.

**KPMG LLP**

KPMG LLP

New York, New York  
December 17, 2014

## BOARD OF DIRECTORS

**Maryellen C. Herringer** [A]  
Chairman of the Board, Attorney at Law

**Linda L. Chavez** [A, C, D]  
President, Becoming American Institute

**J. Philip Ferguson** [B, C, D]  
Former Vice Chairman,  
University of Texas Investment Management Company

**Anthony G. Fernandes** [B, D]  
Former Chairman, Chief Executive Officer and President  
of Philip Services Corporation

**Luke S. Helms** [A, B, C]  
Managing Director, Sonata Capital Management

**Sudhakar Kesavan** [A]  
Chairman and Chief Executive Officer, ICF International

**Scott Salmirs**  
Executive Vice President, Aviation and International

**Henrik C. Slipsager**  
President and Chief Executive Officer

**William W. Steele** [D]  
Former President and Chief Executive Officer,  
ABM Industries Incorporated

**Wendy M. Webb** [B]  
Chief Executive Officer, Kestrel Corporate Advisors

[A] Compensation Committee

[B] Audit Committee

[C] Governance Committee

[D] Corporate Citizenship and Communications Committee

As of January 15, 2015

## EXECUTIVE OFFICERS

**Henrik C. Slipsager**  
President and Chief Executive Officer

**James S. Lusk**  
Executive Vice President and Chief Financial Officer

**James P. McClure**  
Executive Vice President, Onsite Services

**Sarah Hlavinka McConnell**  
Executive Vice President, General Counsel and Secretary

**Tracy K. Price**  
Executive Vice President, Building and Energy Solutions

**Scott Salmirs**  
Executive Vice President, Aviation and International

**Angelique M. Carbo**  
Senior Vice President, Human Resources

**Dean A. Chin**  
Senior Vice President, Controller and Chief Accounting  
Officer

**David L. Farwell**  
Senior Vice President, Investor Relations

**D. Anthony Scaglione**  
Senior Vice President, Treasurer, Mergers and Acquisitions

## SPECIAL NOTICES

**Listing**  
New York Stock Exchange

**Ticker Symbol**  
ABM

**Registrar and Transfer Agent**  
Computershare  
P.O. Box 30170  
College Station, TX 77842-3170  
Phone 800.850.3292  
eMail: [www-us.computershare.com/investor/contact](http://www-us.computershare.com/investor/contact)  
Web Address: [computershare.com/investor](http://computershare.com/investor)

**Auditors**  
KPMG LLP  
345 Park Avenue  
New York, NY 10154

**Annual Report on Form 10-K**  
Additional copies available to stockholders at no charge  
upon request to:  
ABM Investor Relations  
551 Fifth Avenue, Suite 300  
New York, NY 10176 or [abm.com](http://abm.com)

**Annual Meeting**  
The Annual Meeting of Stockholders of ABM Industries  
will be held on Wednesday, March 4, 2015 at 10:00 a.m.  
Eastern Time at:  
Hotel Sofitel New York  
45 West 44th Street  
New York, NY 10036

**Dividends**  
The Company has paid quarterly cash dividends on its  
Common Stock without interruption since 1965. The  
Board of Directors considers the payment of cash  
dividends on a quarterly basis, subject to the Company's  
earnings, financial condition and other factors.



ABM Corporate Headquarters  
551 Fifth Avenue, Suite 300  
New York, NY 10176  
212.297.0200  
abm.com

FSC Recycled  
Logo

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ABM-09007-0131





# A Year of Firsts





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# From the President

## Dear Stockholders, Employees and other Friends of ABM:

Fiscal 2013 was not only a year of record revenue and operating profit for ABM, it was also a year of many significant milestones, including a record-breaking number of clients and square footage serviced, new and innovative facility solutions, and an expanded international presence (through our acquisitions of Air Serv and Blackjack Promotions).

Last year, I wrote to you about the many changes underway as we rebranded ABM, integrated our service lines and worked to create a culture of collaboration. In fiscal 2013, we continued to build on these changes by realigning our infrastructure to support our new integrated strategy and further developing our end-to-end service delivery model.

Our relationships with our clients have always been at the heart of everything we do at ABM, and we have built our business on listening to their needs. In today's environment, our clients require a partner with deep knowledge of their industries and an understanding of the unique challenges they face, as well as the ability to turn that knowledge into personalized facility solutions.

We are well positioned to continue delivering record results, reflecting the strength of ABM's people, processes, systems and end-to-end service platform. And we are focused on delivering excellent service to our clients and long-term value to our stockholders as we write the next chapter in ABM's long history.

### Looking Back on a Remarkable Year

By all measures, fiscal 2013 was a banner year for ABM. Our performance reflects the success of our transformation and the expertise of over 100,000 dedicated employees around the world, who each day make a difference to our clients.

Our strategic focus on vertical markets, such as aviation and healthcare, as well as our shift to an onsite, mobile, and on-demand operational model has significantly improved our growth prospects and, in doing so, we achieved a number of milestones in ABM's 104 year history.

In fiscal 2013, our revenues exceeded \$4.8 billion and we achieved net income of \$73 million and Adjusted EBITDA<sup>1</sup> of \$206 million, the first time that ABM has surpassed the \$200 million threshold.

<sup>1</sup> See accompanying Financial Reports for reconciliation of these non-GAAP financial measures to certain GAAP financial measures.

We achieved our fifth year of operating cash flow and free cash flow<sup>1</sup> exceeding \$100 million and we ended fiscal 2013 with \$315 million in borrowings under our credit facility, having paid down over \$100 million of the approximately \$200 million borrowed in early fiscal 2013 to fund acquisitions. Following the close of the year, I'm pleased to announce that we amended our credit agreement, increasing our borrowing capacity to \$800 million, providing additional capacity for strategic initiatives.

Our balanced strategy of investing in the business and returning value to shareholders continues to serve us well as we completed five acquisitions in fiscal 2013 and returned more than \$32 million to shareholders through dividends.

Our vertical strategy in healthcare and aviation was anchored by our acquisitions of HHA and Air Serv, and each company has far exceeded our expectations. Air Serv's first year as part of ABM was an unmitigated success as our combined expertise, solutions and manpower, when combined with our other businesses, has created an industry leader that serves more than 100 airports worldwide and generated \$643 million in revenue.

We continue to be pleased with the HHA acquisition as our ability to integrate and grow the business while maintaining a 100% client retention rate was a significant accomplishment. With the recently announced formation of ABM Healthcare Support Services, there is even more opportunity to build this vertical in the coming years, as we leverage our combined healthcare businesses to create an unmatched breadth of services and higher quality care at lower costs for our clients.

In fiscal 2013, we consolidated the daily operations of our Onsite Services of janitorial, parking, security and facility services, which, along with our focus on vertical markets, enabled us to deliver record results and some of the strongest growth rates in recent years.

Our janitorial business ended the year with record revenue and organic growth of over 4% in the fourth quarter—a rate we haven't experienced since the mid-2000s. Parking, security and facility services increased year-over-year operating profit significantly as each business did an outstanding job of adding clients and managing costs. Parking was particularly successful in the aviation market and achieved a milestone of servicing 40 airports nationwide. ABM Security Services

gave the market a compelling reason for using its services and people, and as a result, posted a record year for this segment of our business with top-line growth over 4% and operating profit up 65%.

ABM's Building & Energy Solutions business delivered a record-setting performance in fiscal 2013, with strong contributions across the business, including our HHA Services and Calvert-Jones acquisitions that we made last year. Despite sequestration and the budget challenges, our government business contributed to growth in operating profits as well. Our energy business achieved a number of firsts as our innovations in bundled energy solutions, electric vehicle installation and maintenance and our enhanced expertise in the solar market drove record revenues for this segment. We started our largest energy retrofit job – Wright State – at \$25 million – a fine example of the capabilities our ABM Building & Energy Solutions team brings to the marketplace. And we ended the fiscal year with our best performance; revenue in the fourth quarter grew organically by 10.1% compared to the prior year period and operating profit improved by over 80% on a year-over-year basis. We are thrilled with these stellar results for our Building & Energy Solutions line of business.

We continue to make critical investments in our infrastructure, including upgrading our information technology systems, consolidating back office operations and improving business analytics. During fiscal 2013, we launched our MPower™ platform, which provides mobile access to ABM data systems and enables us to better service our clients.

Finally, we continue to invest in sustainability to help reduce both ABM and our clients' impact on the environment as we believe that continually evolving our sustainability initiatives is critical to our long-term success and ensuring growth throughout all of ABM's operations. As a major employer and international enterprise with countless touch points, we have a responsibility to do our part to minimize our environmental impact and help improve the health of our planet. ABM remains committed to our participation in the U.N. Global Compact and proud to be a part of this strategic policy initiative.

### Continuing to Deliver Value

As pleased as I am with our performance and the changes we enacted to our business in fiscal 2013, I am more excited about the growth opportunities in fiscal 2014 and beyond as we continue to adapt to changing market demands and invest in market-leading solutions to achieve our goal of being the global leader in integrated facility solutions.



ABM is committed to building partnerships and bringing added value to our clients. By being their trusted advisors and working collaboratively, we can address the challenges in their industries and deliver the facility service solutions that best meet their needs.

We are confident that this strategy and the changes we have made over the past few years have positioned ABM to uphold our commitment to our clients to provide consistent, quality, and reliable facility service solutions and in the process, deliver long-term value to our shareholders.

As always, I would like to thank our shareholders for their confidence and dedication. I would also like to acknowledge our clients for their devoted patronage and our employees for their discipline and drive for excellence and to whom we attribute our performance.

We look forward to another rewarding year ahead.

A handwritten signature in black ink, which appears to read 'Henrik C. Slipsager'.

**Henrik C. Slipsager**  
President and Chief Executive Officer

# A Year OF Firsts



Two years ago, ABM transitioned from Service Lines to Solutions. Our clients and the marketplace made it clear that they were looking for personalized facility solutions that addressed the macroeconomic headwinds they faced and the unique challenges they experienced in their industries. We saw a distinct opportunity to go beyond “off-the-shelf” services and become trusted advisors who deliver solutions that address the industry trends that are reshaping their landscape.

For example, in the airline industry, it is the dawn of a new era of mega carriers. Due to consolidation, over 80% of all U.S. air travel will be completed by only four airlines, which impacts the entire supply chain. In the healthcare industry, changes in reimbursement policies and regulatory changes have triggered consolidation and forced cost cutting initiatives. In the education market, declining home prices have resulted in lower property taxes, which directly impact a school district’s budget resulting in furloughs and deferred facility maintenance.

ABM anticipated this environment and in 2013, we fundamentally restructured the Company to mirror market demands, began the transformation

to a sales-driven, operations -checked culture by appointing a corporate sales leader and advanced our end-to-end service delivery model. We consolidated our subject matter experts to foster collaboration within our Onsite Services businesses, completed several strategic acquisitions to bolster our higher margin vertical market solutions and increase our geographic service coverage, and leveraged technology in all of our service lines to improve efficiency and responsiveness while providing clients with real-time access to information.

To set the stage for the changes that were coming, we rebranded the company in 2012 with the tagline, Building Value®, and we remain steadfast in our mission to build value for our clients each and every day through our incredibly dedicated and talented employees. Our rebranding is nearly complete and it has been an unabashed success. Our employees are excited to be rallying behind a unified brand and our brand recognition is increasing. For the first time, thousands of vehicles, parking lot signs, uniforms, collateral and more, all display a single logo. This has enabled people to see ABM performing a vast array of services in a

wide variety of facilities that commonly generates the statement, “I had no idea ABM did that!” We then point them to [abm.com/metropolis](http://abm.com/metropolis) for an interactive view into the world of ABM.

At ABM, our 100,000-plus employees are our greatest asset and are vital to our new direction. Our new corporate sales leader is unifying our sales process, ensuring sales collaboration and education across service lines, and driving client engagement in an integrated fashion. Our Learning & Quality group is implementing leading-edge technology and training techniques to make certain our employees have the highest skills in the industry. We are developing career-paths for field employees to allow them the opportunity to transition out of their current service lines – benefiting them and our clients.

We continued to invest in market-leading solutions and made key advances across all our service lines, particularly with respect to our energy business. The market continues to demand market-leading energy efficiency solutions, which ABM is delivering through our Bundled Energy Solutions program, electric vehicle (EV) installation and maintenance, and our growing expertise in the renewables

world. Within our Onsite Services business, our janitorial services continue to serve as the industry standard as we remain keenly focused on leveraging technology, process improvements and new solutions to clean properties safely, efficiently and sustainably. Our parking business has launched mobile software applications so consumers can quickly find parking locations and pay for them remotely. And our security business had a record year of revenue and profit, driven in part by numerous technological advances aimed at keeping our clients' properties safe in the most efficient ways possible.

In support of our technology-enabled workforce, ABM launched the MPower™ platform, a ubiquitous technology platform – accessible on any smartphone, tablet or laptop – to provide ABM operations managers with anywhere, anytime access to ABM data systems to better service our clients. The MPower platform can provide transaction-level information or aggregated, metric-driven data for improved decision-making in the field. The platform enables ABM's employees to be more mobile and agile in managing operational tasks and ultimately servicing our clients. Through this technology, ABM's operations managers and sales personnel will spend far less time at their desks, allowing for more face-time with clients and front-line employees. Our managers can now more efficiently respond to and manage client demands, along with expanding business.

Finally, ABM's continued and ongoing commitment to enhance the sustainable development of the economy, society, and the environment remains

a driving factor in ABM's operations, both at client sites and internally. For the first time, we're proud to include highlights from our Corporate Sustainability Report within these pages. ABM is one of the few facilities services companies to annually report on corporate sustainability practices based on the Global Reporting Initiative's (GRI) guidelines, and our new corporate sustainability website ([abm.com/sustainability](http://abm.com/sustainability)) augments the information in this report, providing a full rundown of our commitment to sustainability across the enterprise.

We are thrilled our strategies are driving success and proud of our employees for helping us achieve them in a year of significant change. Fiscal year 2013 was a spectacular "Year of Firsts" for ABM, which will be revealed in the pages that follow – clearly demonstrating that a 104-year old company can behave like a start-up. A few of our Company highlights and "Firsts" include:

- Record revenue of \$4.81 billion, an 11.8% increase over 2012
- Income from continuing operations and net income were \$72.9 million, up \$10.2 million and \$10.3 million, respectively, from 2012
- Adjusted income from continuing operations<sup>1</sup> of \$85 million, up \$8.9 million from 2012
- Adjusted EBITDA<sup>1</sup> of \$206 million, the first time we've surpassed \$200 million

<sup>1</sup> See accompanying Financial Reports for reconciliation of these non-GAAP financial measures to certain GAAP financial measures.



We service buildings  
for over **50%** of  
Fortune 500  
companies





## ABM's Onsite Services Business

Launched in 2013

In 2013, ABM internally launched our Onsite Services business, which consolidated operations between our janitorial, facility services, parking and security business units. The objective was to unite our subject matter experts and foster collaboration in each of our major geographic areas to utilize our full suite of solutions when solving client challenges. Rather than focusing on individual services across a broad geographic area, ABM employees in each of our major markets are now concentrating on educating our current and prospective clients on the vast array of additional solutions available to them.

The restructuring required a considerable amount of work behind the scenes. ABM's restructuring team has worked diligently to appoint market leaders and combine field offices so employees across service lines can be more responsive to client needs. To improve responsiveness even more, we have put real-time client and project-related information in the hands of employees through our MPower technology platform, ultimately allowing ABM to provide clients with the best service delivery experience possible.

The results have been tremendous. Our Onsite Services business units have worked together on numerous service expansions with existing clients, and we've added a number of new clients in 2013 across the businesses based on improved collaboration and refined service offerings.

## Janitorial Firsts

The restructuring of the Onsite Services business has paid dividends for ABM's janitorial business as we saw organic growth in 2013 of 3.0% resulting in all-time record revenue of \$2.47 billion. Fortune 500 and other national companies recognize ABM's unique capability to provide quality, consistent cleaning services across their facility portfolios and our janitorial business secured a number of new contracts and contract expansions among existing clients.

Notable among our new clients was a national Assisted Living company with approximately 270 locations across the U.S. This was one of our largest nationwide roll-outs of environmental services in company history. In the education market, ABM secured a new contract with Beloit School District in Green Bay, WI, to clean 13 facilities, and ABM expanded into Europe alongside partner AEG securing deals to clean the famous O2 sports and entertainment venues in London and Hamburg.

ABM's janitorial business also continues to be a leader in sustainable cleaning practices through bio-based chemicals comprised of renewable ingredients derived from plants. These ingredients are environmentally safer, increase rural economic development, foster domestic production of resources and reduce U.S. dependency on imported products such as foreign oil.

In fact, *Building Services Management* featured an article by Alan France, ABM's Director of Sustainability, in its [May issue](#), which articulated Green Cleaning Techniques in Restrooms.

Each day, we clean  
**2+ Billion**  
square feet of  
buildings



ABM was  
featured in the  
May 2013 issue



## Parking Firsts

ABM Parking Services continued to leverage technology to roll-out ground breaking solutions that provide competitive differentiators for our clients and an enhanced parking experience for their customers.

ABM Parking Services enjoyed a banner year in one of its most critical vertical markets – aviation. In fact, with several new contract wins towards the end of the year, ABM Parking Services hit a new milestone of servicing 40 airports nationwide and is now the sole commercial airport parking provider on all of the Hawaiian Islands.

We're thrilled to report that ABM Parking Services rolled out our Chicago-based 24/7/365 Command Center, enabling ABM to automate parking operations by monitoring and controlling parking functions remotely. Utilizing a network of high-resolution camera systems coupled with Information and Communications Technology (ICT), we can remotely resolve fee collection equipment issues; communicate with parking customers at garage entrances and exit lanes; and correct other parking-related problems without requiring parking attendants. Cost Plus Garage in San Francisco became our first fully automated client in 2013.

ABM Parking Services announced our new customized mobile application in last year's annual report, and in 2013, we were able to roll-out this groundbreaking technology nationwide. The mobile app, which gives clients access to ABM's comprehensive database, provides real-time parking availability based on location, price, vehicle type and garage occupancy.

We collect  
**\$1.5+ Billion** in  
parking revenue for  
our clients



Available to download free on [iTunes](#) and [Google Play](#), the mobile app also estimates costs, gives door-to-door route guidance, recommends preferred parking spots and provides drivers with a photo of the building's garage entrance. Additionally, ABM has designed a QR code way finding system that was deployed throughout the ABM Parking Services portfolio. By scanning the on-site QR code with a mobile device, drivers are guided back to the garage and floor where their vehicles are located.

Finally, ABM is introducing pay-by-phone capabilities, which allow drivers to quickly, conveniently, and securely pay for parking at ABM-operated facilities simply by using their mobile phones.



Earlier this year, *Parking Today* featured an article by ABM Parking Services Executive Vice President Leonard Carder in its [August issue](#) detailing the paradigm shift towards technology and innovation in the parking services market in an effort to improve the overall client experience.

## Security Firsts

ABM Security Services posted its strongest year in the company's history, posting record revenue of \$381 million and operating profit of \$12.9 million, up 65.2% from 2012.

### AuditMatic®

A key factor in our success within the Security business has been ABM's commitment to technology. Clients want centralized, accurate and structured activity and incident records. ABM uses the AuditMatic software tool for security reporting, which has enabled us to meet this demand. AuditMatic was deployed by ABM several years ago but in 2013, AuditMatic's mobile application was repurposed so that it can run on most smart phones, PDAs and tablets to make it easier to deploy.

Deployed across various client sites – including high rise buildings, malls, schools, refineries, distribution centers, business parks, and hospitals - AuditMatic provides ABM clients with permanent database records that include time stamps, photos, and required security audit data that is verified by the program itself. These real-time, electronic records help reduce client risk and many times resolve situations that could potentially escalate otherwise. Additionally, clients have responded very favorably to the professional image the technology conveys when used by our officers, and AuditMatic helps clients reduce labor and operational costs by eliminating expensive patrol hardware, time-consuming paper forms and reports, network PCs, and manual record retrieval.

And while AuditMatic is primarily a security tool, ABM officers are also required to report on certain facility conditions through the tool, including facility maintenance and engineering needs. In facilities in which ABM performs multiple services, the tool can provide a consolidated electronic record of multiple needs that can be solved through ABM's portfolio of services.

### ChekOne™

Elsewhere on the technology front, we introduced the ChekOne device for remote patrolling and recording activities in 2013. The handheld device connects to a powerful web application so managers can track all of their workers simultaneously and see their actual location on a Google map as they move. Points along the way are captured via a bar code scanned by the handheld device, while GPS pings out the location. The location and status is immediately uploaded to ChekOne database so managers can see the patrol and all the detail in real-time.

### Emergency Medical Response

Finally, ABM introduced the LUCAS® Chest Compression System at client sites nationwide. The system is designed to help improve outcomes of sudden cardiac arrest victims and improve operations for medical responders. The system performs at least 100 compressions per minute with a depth of two inches, and ABM's security personnel can deploy the system quickly prior to emergency personnel arriving on the scene.

### School Security

Helping to ensure the safety of children and future generations, ABM has been called upon to perform security consulting at a variety of educational institutions. Two of ABM's employees, Kent C. Journey, Vice President of Client Services and Steve Cader, Branch Manager and a former Chief of Police, were featured in several publications in 2013, including *American School and Hospital Facility Magazine's* [April issue](#) describing various ways schools can deter active shooter situations.

Our **14,000+** licensed security personnel keep facilities secure, safe and hospitable



## Facility Services Firsts

ABM Facility Services continues to be a key catalyst in our efforts to provide integrated facility solutions throughout our clients' properties, in a variety of industries. In addition to executing world-class mechanical engineering and technical services for HVAC systems and equipment, electrical systems, plumbing, lighting systems and more, ABM's facilities technicians and engineers have been leaders in our internal 'Solve One More' program, which is fueling sales of additional services to our clients.

Namely, our technicians and engineers are actively striving to identify problem areas in buildings traditionally considered outside their realm of expertise - whether it's a cleaning, landscaping, security or even a parking need, and then calling in an ABM subject matter expert to solve the problem. Our goal is to become an even stronger 'trusted advisor' to our clients by improving operational efficiencies across the facility. ABM clients are afforded the opportunity to work with a single point of contact and consolidate vendor services for all their facility's needs - saving them time and lowering administration and operating costs.

We service and maintain  
**500,000+** heating and  
cooling systems

ABM Facility Services also continued to invest in our technology platforms to improve efficiencies and provide clients with real-time access to information. For example, enhancements to our consolidated workforce management systems provide clients with even easier access to the necessary operational and financial information to make strategic decisions.

Our strategies are paying off. In 2013, ABM Facility Services saw record revenues, up nearly 6 percent from 2012, and profits increased by nearly 19 percent year over year. ABM's Facility Services business saw key new wins in the aviation, high-tech, manufacturing and commercial real estate markets, amongst others.

We have **4,000+**  
building maintenance  
engineers and technicians







# ABM's Building & Energy Solutions Business

## Record-Setting Performance in 2013

ABM's Building & Energy Solutions business delivered record-setting performance in 2013, including revenue of \$401.5 million, up 15.3% over 2012 and an increase in operating profit of 51.2%.

A significant portion of the Building & Energy Solutions group is dedicated to delivering the mobile portion of our market-leading, end-to-end service delivery system. ABM's mobile technical solutions, which include company-owned locations and franchisees, provide electrical & lighting, electrical power, HVAC & mechanical and energy solutions in urban and many suburban markets. ABM's On-Demand service network, which includes a nationwide network of pre-screened, certified contractors, delivers HVAC, electrical, plumbing, pest control and handyman services in a variety of geographic areas, particularly rural, where the mobile technical solutions group may not provide service.

ABM's energy business saw a number of firsts through our Bundled Energy Solutions program, our electric vehicle (EV) installation and maintenance capabilities, and our enhanced expertise in the solar market in 2013. Also in 2013, ABM became a member of the National Association of Energy Service Companies (NAESCO).

ABM Senior Vice President, Bill Maurer was invited to speak as a featured panelist at the White House Council on Environmental Quality's (CEQ) GreenGov dialogue on performance contracting with leaders from government, private industry, non-profit and academic sectors.

The Building & Energy Solutions group also includes ABM Government Services and the newly formed ABM Healthcare Support Services, which will be discussed in the Industry Solutions section of this report.

## Bundled Energy Solutions Firsts

With rising operating costs and shrinking budgets across the country, particularly in the education market, ABM's Bundled Energy Solutions (BES) program continues to be in high demand. Our BES program packages energy retrofit services and costs into a turnkey offering with guaranteed energy savings that are then used to finance the project.

We reduced our BES  
Clients' energy &  
operations costs by  
**\$18+ Million**

In the last 12 months,  
our BES program saved  
Columbia College  
**\$600,000+**

ABM had numerous articles published in various industry magazines, including *Consulting-Specifying Engineer* and *College Planning & Management*, showcasing the market-leading energy solutions we are delivering for Wright State University, Brenau University and others.

A few of ABM's many new Bundled Energy Solutions clients include:

- **Wright State University (WSU)** – The project includes major enhancements to WSU's heating and cooling equipment, replacing light fixtures with cost-effective LED lighting & controls, and utilizing the university's pond for geothermal cooling. Over the next 15 years, these enhancements are expected to save WSU \$35.8 million and lower the university's energy consumption by 40 percent.
- **Orange County, VA** – The project includes lighting, heating, cooling, and indoor air quality upgrades for ABM's K-12 education client. The project is expected to save the Orange County Public Schools an estimated \$9.3 million over the next 15 years.
- **Harris County, GA** – Already a significant client with ABM for custodial services, ABM representatives were able to collaborate once ABM learned that in addition to its cleaning needs, Harris County was in serious need of facilities infrastructure upgrades on a limited budget. ABM customized a solution to enhance the K-12 school system's learning environments through energy-efficient lighting, improved indoor air quality, energy management control systems and water conservation. As a result of the improvements, Harris County is expected to save more than \$10 million in energy and operating costs over a 20-year period.

To-date, ABM has reduced our clients' energy and operating costs by over \$18 million, and reduced their energy consumption by 251,013 MMBtu's and 111,310,269 kWh's. Over the next 10 years, we expect to reduce their costs by over \$100 million! Our unique financing solution, combined with our exceptional technical expertise, has kept demand high for our offerings.



## EV Charging Stations

### Firsts

ABM continues to build on our leadership position in installing and maintaining EV charging stations. We are one of the largest commercial EV infrastructure installers in the country and one of the nation's largest resellers and installation partners for ChargePoint®, which has 70%+ share of all networked charging stations.

The growth will continue in 2014 as ABM recently announced that we have been selected by BMW of North America as its preferred EV charging station supplier, installation and service partner for its BMW i Centers across North America. Each of the charging stations will be part of the ChargePoint network. BMW will release the company's first full production,



all-electric vehicle, the BMW i3, in early 2014, with the BMW i8 to follow later in the year. ABM has an opportunity to install BMW i branded ChargePoint charging stations for over 300 participating BMW i locations.

ABM's Energy business has signed an agreement with NRG eVgo, a subsidiary of NRG Energy Inc., to provide electric vehicle charging infrastructure installation services. ABM has installed multiple Freedom Station sites which include both Level 2 and DC fast charging as well as a number of Ready for Electric Vehicle (REV) Level 2 sites for eVgo. Through eVgo,

NRG will provide access to home and workplace charging docks, plus hundreds of public charging sites across California, Texas and the greater Washington, D.C. metropolitan area.



**Parking Today** featured ABM's installation of EV Charging Stations and high-efficiency lighting and controls for the Martin Luther King parking garage in Oakland, CA in their February issue. ABM reduced the garage's energy use by 45%!

We installed one of the  
largest solar arrays in the  
Baltimore area –

**1.2 MW**



## Solar Energy **Firsts**

In 2013, ABM added Solar Photovoltaic (PV) systems to our energy solutions offerings. Our clients now have the ability to install Solar PV panels on their property and either use the electricity generated to offset or eliminate their electric utility bills, or sell the electricity generated to the grid.

ABM successfully commissioned its first solar project, a 1.2 MW solar array in Baltimore, MD, which represents one of the largest solar installations to date in the Baltimore metropolitan area. ABM provided the engineering, procurement, construction and commissioning of the solar array on behalf of the system's owner, Washington Gas Energy Systems, a subsidiary of WGL Holdings, and Sol Systems, which provided the solar financing on the project.

The solar array is expected to provide land owner Glen Meadows Retirement Community, a subsidiary of Presbyterian Senior Living, with lower, fixed-rate energy costs over the course of the 20-year agreement. In addition to being responsible for construction, ABM will also maintain the 4,150 panel array on behalf of Washington Gas Energy Systems. The system is expected to generate just over 1.5 million kilowatt hours (kWh) per year.

The solar installment in Baltimore is ABM's first project completed through our 2013 joint venture with Building Energy S.p.A., an Italian-based independent power producer, which brought additional expertise to ABM's renewables team. ABM and Building Energy have collectively installed over 250 MWs through solar engineering, procurement and construction (EPC) contracts, completed over \$1B in energy projects, and currently operate and maintain over 200 MWs of solar facilities across five countries.

## Electrical & Lighting Firsts

ABM's electrical, lighting and power solutions group continues to expand through acquisitions, new franchisees and organic growth, and for the first-time has exceeded 130 locations worldwide. Their unique ability to service low-, medium- and high-voltage electrical equipment provides our clients with exceptional value.

With electrical safety in mind, ABM acquired the BEST Infrared Services business in 2013 to increase the number of markets where we can provide a turnkey solution to meet stringent NFPA 70E requirements. ABM is the first company able to provide commercial building owners with a complete end-to-end solution for meeting NFPA 70E compliance, including engineering studies, electrical testing, training, repairs and ongoing predictive maintenance on a national basis.

The acquisition increases ABM's ability to help building owners and engineers provide OSHA compliant and safe workplaces and minimize

OSHA citations and costly fines. Electrical workplace hazards occupy three of the top 10 spots on the Occupational Safety and Health Administration's (OSHA) list of the most frequently cited standards for fiscal year 2013, and are among the standards for which OSHA assessed the highest penalties. NFPA 70E – titled Standard for Electrical Safety in the Workplace, a standard of the National Fire Protection Association (NFPA) and part of the National Electrical Code (NEC) – is the national consensus standard covering these electrical safety requirements for employees.

The acquisition of BEST augments ABM's 2012 acquisition of the franchise operations of TEGG Corporation and adds geographic density to our Electrical Power Solutions group. BEST also delivers system testing, infrared inspections, power quality monitoring, hazard detection services, repairs, and ongoing maintenance in commercial and industrial buildings.

## ABM Franchising Group Firsts

In 2013, the ABM Franchising Group experienced record-setting performance as it sold 48 total franchise locations in the fiscal year. Additionally, ABM Franchising saw its best ever quarter in franchise sales with 16 in the 3rd quarter.

The Franchising Group is a strategic element of our end-to-end service delivery system. Our franchise group is composed of company-owned locations and independently-owned locations. Both follow the exact same business model and use the same sales, marketing, operations and management operating procedures to run their business. This ensures our clients will receive consistent, high quality service regardless of the location.

### International Expansion

The Franchising Group continues to add locations outside the U.S. In 2013, we added electrical and HVAC capabilities in Singapore, Peru, Chile, Mexico and Costa Rica. As ABM continues to expand globally, we will have point of service technical solutions ready to deliver world-class service.



We have **130+**  
locations worldwide



# Industries We Serve

- Aviation & Transportation
- Banking & Financial Services
- BioPharma
- Commercial Buildings
- Education
- Golf Courses & Country Clubs
- Government
- Healthcare
- High-Tech
- Hospitality
- Improvement Districts
- Industrial & Manufacturing
- Residential
- Retail
- Sports & Entertainment





## Meeting Industry Needs Through End-to-End Solutions

ABM provides services and solutions to a wide variety of industries. Many of these industries continue to face difficult macroeconomic conditions as well as industry-specific challenges and trends that impact the quality of their service delivery, financials, ability to address aging infrastructures and more. These challenges have forced many companies to seek solutions beyond their internal personnel since some of them have never experienced an economic downturn of this duration or the type of industry and governmental regulations they are confronting.

Fortunately, ABM has been through these types of environments several times over our 104-year history and can be the source for these solutions. We have the distinct ability to draw on internal experts that have weathered similar economic storms and possess the unique industry knowledge and experience to provide personalized solutions our clients urgently need.

For example, in the healthcare and education markets, outsourcing facility services is not prevalent but institutions in these markets are beginning to actively evaluate this option due to significant budget constraints, labor issues and pension obligations. ABM can save them a significant amount of research and analysis since many of the industries we serve already began this transition years ago. We already have the economic models, facility audits and personnel transition plans that can help them quickly assess the advantages/disadvantages of outsourcing.

With decades of experience and a growing array of industry-specific solutions, ABM is in a unique position to help our clients overcome these headwinds and prepare for the tailwinds that will occur as the economic recovery gains traction. In this year's report, we will highlight a few of our strategic vertical markets, the challenges they are facing and the unique solutions ABM is providing to help overcome them.

We respond to  
**4+ Million** wheelchair  
requests annually worldwide

We serve **100+ airports**  
worldwide

## Aviation Services

ABM Expands Overseas and Services  
More Airports Than Ever Before



## Aviation Firsts

The aviation industry is experiencing significant change, particularly in the U.S. Due to a series of mergers and bankruptcies over the last 12 years, the 10 major U.S. airlines are now down to four mega-carriers that will represent over 80% of all U.S. air travel.

ABM foresaw an opportunity to be the mega-service provider for the mega-carriers, and to provide airlines and airports with the industry's first set of end-to-end solutions designed to reduce costs while improving quality. This led to our acquisition of Air Serv in fiscal 2013. With the complementary expertise, solutions and manpower of ABM and Air Serv, the two companies are industry leaders, which generated \$643 million in revenue in 2013— a first for ABM.

Our combined portfolio of services for the aviation industry includes:

- **Aircraft Services**
- **Passenger Services**
- **Energy Solutions**
- **Security Services**
- **Facility Maintenance Services**
- **Parking & Transportation**
- **Travel Retail Staffing & Promotional Services**

Due to the breadth of our service portfolio, ABM and Air Serv are the only companies that can enhance a traveler's experience from the "car door" to the "cabin seat". Our employees drive the shuttle buses that take passengers to the terminal. Our skycaps greet passengers at the curb to check-in their luggage. Our wheel chair agents assist passengers from curb to aircraft, passing by our janitorial and facilities staff that maintain terminal appearance and efficiency. At the gate, we assist unaccompanied minors and other passengers in need with check-in and bring them to their seat on the aircraft, where we may very well have cleaned the plane exterior or cabin interior. When the traveler reaches his or her final destination, the entire scenario may be reversed with our employees saying the final 'farewell' as they drop off passengers at their car or rental car center.

With brand loyalty being vital to airlines and airports, the quality of service we deliver at each customer touch point has a significant impact on their customers' experience and we will continue to strive to make it an *Upgraded Experience*.

## Airport Cities

A trend taking hold in Aviation globally is the "Airport City" concept whereby passenger terminals become akin to an urban central square that is home to high-end retail, hotels and meeting venues, specialty and upscale restaurants, and cultural and entertainment venues. Thus, the terminal becomes a destination and an economic engine.

With this movement taking place and ABM's ambitions for international expansion, Air Serv's United Kingdom subsidiary Omni Serv acquired the operations of Blackjack Promotions in 2013, a specialized staffing and marketing firm that serves airport operators, retailers and other clients throughout the United Kingdom (U.K.) and Europe.

The acquisition of Blackjack brings 12 U.K. airport locations and a partner network covering Continental Europe into the ABM family. The acquisition played a critical role in ABM being awarded a contract to partner with London Heathrow Airport in 2013 on the European travel hub's innovative Passenger Service Ambassador program. The program, which Omni Serv is managing and operating, is designed to further enhance Heathrow's world-class services for travelers through the deployment of hundreds of 'ambassador' staff equipped with tablet devices across the airport's four terminals at key arrival, departure and connection locations. Omni Serv ambassadors, many of whom are multi-lingual, provide various operational support including informational hosting, check-in assistance, flight connections assistance and e-passport support.



Selected by *Modern Healthcare* as  
**one** of the **Best Places to Work**  
in Healthcare, 3 of the last 4 years

## Healthcare Support Services

Integrated HHA Services,  
Healthcare Parking Systems of  
America and ABM Health



## Healthcare Firsts

### ABM Healthcare Support Services

The healthcare industry is undergoing a dramatic transformation due to reimbursement policy changes, the Affordable Care Act, Clinical Engineering-IT Convergence and penalties associated with low Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) scores. In addition, the healthcare ecosystem has moved beyond the hospital. Healthcare systems and hospitals now also provide patient care in urgent care facilities, ambulatory surgical centers and medical office buildings.

Similar to the aviation industry, the healthcare market is also consolidating at a rapid rate as healthcare systems and hospitals look to increase revenue and reduce costs, creating a prime opportunity for a mega-provider to emerge to meet the changing needs of the mega-healthcare systems.

ABM anticipated these changes and integrated HHA Services, Healthcare Parking Systems of America and ABM Health to form a market leader and powerful brand – **ABM Healthcare Support Services** – strategically created to deliver the

comprehensive solutions needed to overcome the challenges healthcare providers now face and providing avenues for improving their customers' experience.

ABM Healthcare Support Services' full array of offerings includes:

- **Environmental Services**
- **Facility Management**
- **Food Service**
- **Healthcare Technologies**
- **Hospitality & Valet**
- **Laundry**
- **Parking & Shuttle**
- **Patient Sitter / Companion**
- **Patient Transportation**
- **Security**
- **Energy Solutions**

Our three companies combined will help the nations' hospitals and healthcare systems deliver the *Highest Standard of Care* with the most complete set of support services available and emerge as the mega-provider. We are uniquely positioned to offer capabilities that other companies are challenged to match:

- We are the only national company that can provide end-to-end services to the entire healthcare ecosystem – from hospitals to ambulatory surgical centers and medical office buildings.

- We are the only company that can provide a complete array of healthcare support services to enhance the patient experience from the “car door to the patient room.”
- We guarantee our results based on agreed upon performance outcomes with our clients, from HCAHPS and Press Ganey scores to sustainable facility and clinical technology metrics and service level agreements.

ABM Healthcare Support Services rolled out its Patient Sitter/Companion program in 2013. ABM's highly trained Patient Sitter/Companion attendants ensure 100 percent visual and audible observation of assigned patients to meet clients' safety and risk compliance expectations. Attendants are assigned to various patient types for various purposes. ABM's healthcare clients have responded well to the service as it improves patient satisfaction scores and saves costs on full-time employees who will often only have time to perform these services during overtime hours.

We also launched an Ad campaign in *Modern Healthcare* magazine to promote our new brand.



**Healthcare  
Support Services**



## Commercial Real Estate Firsts

Serving commercial real estate (CRE) clients remains a strategically important component of ABM's business, and we continue to see a number of noticeable trends amongst our CRE clients that are helping set ABM apart from the competition. First, commercial building owners and managers continue to look for partners that can assist in maintaining sustainable properties. They realize that 'green' buildings not only reduce waste and energy consumption, but also can lead to an increased return on investment and client satisfaction.

ABM's GreenCare® program has set the facilities services industry standard. In 2013, the GreenCare program surpassed 360 million square feet of implementation, a great deal of which includes our commercial property clients. Within the program, we continue to use Green Seal certified products and bio-based cleaning alternatives. We also offer electrically activated water systems that produce safe, non-toxic daily cleaning and sanitizing solutions onsite from water, salt and electricity.

On the energy side, ABM has developed industry-first financing solutions that allow CRE owners to implement energy efficiency infrastructure upgrades for their aging facilities. CRE professionals are able to self-fund their facility improvement projects with the energy and operation savings resulting from retrofits. There is no up-front capital needed, and there is net-zero impact to their existing operating budget. Monies saved can even fund other facility improvements, including remodeling, painting, re-carpeting and more.

Finally, CRE owners and managers are increasingly seeking to consolidate their service vendors in an effort to save money. ABM is ideally positioned because we can offer a turnkey package of services for a commercial building – including janitorial, energy, parking, security and engineering – helping save CRE professionals time and money.



## Government Services Firsts

Despite the slow-down in government spending, ABM landed a number of key contracts in the government sector, giving us optimism that we will see even more growth in 2014 and beyond.

Also of note in 2013, ABM Government Services was awarded a significant joint venture contract in Europe by the Department of the Navy to provide base operations support to its Sigonella, Italy air station and outlying support sites in Sicily, Italy. The joint venture will provide the U.S. Naval station with a full suite of facility services, including all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering and other items necessary – the joint venture employs approximately 75 employees servicing the base.

Base operations support has been a key topic in the media as the United States military continues to find the best and most efficient use of American taxpayer dollars. More and more, the military is looking to single-source providers for a full array of facilities support including maintenance, repair, operations, construction, engineering, energy services and much more to ensure our men and women in uniform can operate at peak efficiency.

In fact, *Security Today* recently published an article by ABM Vice President and retired U.S. Army Col. Kent Jacocks on ABM's base operations support expertise. The article also details how ABM helps keep military bases secure.







## Corporate Sustainability

Our Efforts Build Value for  
Each of our Stakeholders

For the first time, we're proud to include highlights from our Corporate Sustainability Report within these pages. As an integral component of our various operations, both internally and in our service offerings, our varied sustainability efforts build value for each of our stakeholders for whom we have created this report – they include our clients, shareholders, employees, supplier partners and others with an interest in our approach to corporate sustainability. ABM is also proud to announce our new Corporate Sustainability micro-site ([www.abm.com/sustainability](http://www.abm.com/sustainability)), which falls within the pages of [abm.com](http://abm.com), where stakeholders may view our reporting in full based on the Global Reporting Initiative (GRI) guidelines.

This report details the sustainability achievements, goals and challenges that ABM has identified within our operations, and it publicly identifies our commitment to monitor and improve our impact on people and the earth. ABM is a publicly-traded company and thus held to a higher standard of ethics and compliance compared to many competitors in the facility services industry. A key example of ABM's compliance is our Sarbanes Oxley (SOX) certification. ABM rigorously adheres to SOX standards to ensure financial accuracy, auditor independence and corporate responsibility across the enterprise.

Sustainability reporting is an ever-changing discipline, and as our corporate sustainability programs continue to mature, so too must our reporting. With that goal in mind, we have submitted this report for the third consecutive

year for the assessment by The Centre for Sustainability and Excellence (CSE) an independent, outside entity. CSE's assurance statement is included on the micro-site.

Readers can provide feedback, comments, questions or concerns to ABM's Corporate Communications team at [sustainability@abm.com](mailto:sustainability@abm.com). We welcome your insights on how we can meet our shared commitment to a sustainable world.

## ABM GreenCare® Firsts

In 2013, we announced the integration of ABM's sustainable offerings under our ABM GreenCare® program. Where the ABM GreenCare program had been traditionally reserved for our Janitorial and EV services, we are now providing ABM's full array of sustainable offerings under the program's umbrella.

ABM GreenCare helps clients make improvements in four key areas: environmental and social responsibility, employee productivity and retention, property protection and fiscal responsibility. This program's offerings span our Janitorial, Energy, Parking, Security and Landscaping businesses.

Some of the key value-adds the GreenCare program offers ABM clients include:

- **Janitorial:** Green cleaning programs with Green Seal certified equipment and chemicals to improve indoor environmental quality for building occupants; recycling programs and touch-free water conservation; LEED certification assistance for clients.
- **Energy:** ABM's energy conservation methods for clients include its Bundled Energy Solutions Program, Electric Vehicle (EV) Charging Station installation and maintenance and solar capabilities for fixed/reduced energy costs.
- **Parking:** ABM's customized mobile app, pay by phone option, and web services help drivers spend less time in their cars.
- **Security:** Round-the-clock technology helps ABM manage security communications in a paperless environment; ABM security guards use electric or hybrid vehicles at many sites.
- **Landscape & Grounds:** ABM utilizes alternative fuel and water-efficient irrigation systems to help keep clients' properties sustainable.

ABM's commitment to measuring its own performance has led to some eye-opening statistics relating to its clients' sustainability efforts, including:

- ABM GreenCare has been implemented at over 800 buildings, totaling more than 360 million square feet across the United States.
- ABM has assisted 351 buildings with products and procedures to maintain certification through the Leadership in Energy and Environmental Design (LEED) rating system.
- In 2013, ABM's Bundled Energy Solutions program reduced clients' energy use by over 27 percent.
- ABM has installed nearly 700 EV charging stations across the United States with many more expected in 2014.



## ABM's Sustainability Firsts

ABM is keenly focused on how our facilities and operations affect our shared environment. Just as we are Building Value for clients through world-class services, we continually seek to enhance our organizational efficiencies and reduce ABM's own carbon footprint across the enterprise. Every day, we walk the [sustainability talk](#).

### Emissions

		2013	2012
Scope 1 CO <sub>2</sub> - e	Tonnes	48,007	49,032
Scope 2 CO <sub>2</sub> - e	Tonnes	10,181	9,796
Scope 3 CO <sub>2</sub> - e	Tonnes	1,706	1,453
Fuel used	MWh	199,058	204,744
Electricity Used	MWh	19,333	17,020

### ABM's Overall Fuel Consumption

(Fleet and Office Locations)

	MWh
Electricity	19,333
Motor Gasoline	183,033
Diesel	7,955
E-85	89
Propane	8
Natural Gas	7,973

Elsewhere within our operations, ABM continues to leverage technology in order to streamline our operations and provide a better working environment for our employees, all while impacting the environment by cutting down on the resources we use. Some of our firsts included:

### Electronic Pay

For the first time, more than 70% of ABM employees are participants in the ABM Electronic Pay platform – providing a more secure, convenient, less costly and timely method of pay distribution.

### Electronic Pay Advices

FY 2013 was the first year that we eliminated the printing and distribution of over 8,000 pounds of paper via the electronic/online pay advice program.

### Workforce Management

For the first time, a majority of ABM service employees utilized the ABM Workforce Management electronic timekeeping system to report time, which improves the accuracy and efficiency of time collection, helping ensure ABM employees are paid correctly.





# Financial Reports

## Factors that May Affect Future Results

This Annual Report contains forward-looking statements that set forth management's expectations about the future performance of the Company and its various businesses based on management's current plans and assumptions. Undue reliance should not be placed on these statements because there are any number of factors that could cause the Company's performance and actual results to differ materially from those anticipated. These factors include, but are not limited to the following:

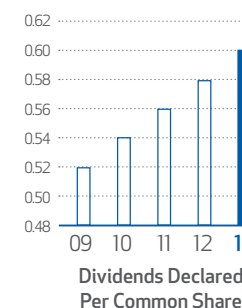
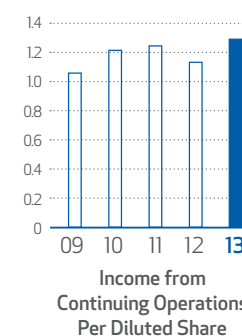
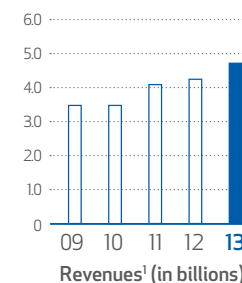
- risks relating to our acquisition strategy may adversely impact our results of operations;
- our strategy of moving to an integrated facility solutions provider platform, which focuses on vertical market strategy, may not generate the organic growth in revenues or profitability that we expect;
- we are subject to intense competition that can constrain our ability to gain business as well as our profitability;
- increases in costs that we cannot pass on to clients could affect our profitability;
- our restructuring initiatives may not achieve the expected cost reductions;
- we have high deductibles for certain insurable risks, and therefore we are subject to volatility associated with those risks;
- we are at risk of losses stemming from any accident or other incident involving our airport operations;
- our business success depends on our ability to preserve our long-term relationships with clients;
- we are at risk of losses stemming from damage to our reputation;
- our business success depends on retaining senior management and attracting and retaining qualified personnel;
- significant delays or reductions in appropriations for our government contracts may negatively affect our business and could have an adverse effect on our financial position, results of operations, and cash flows;
- we conduct some of our operations through joint ventures, and our ability to do business may be affected by the failure of our joint venture partners to perform their obligations;
- our services in areas of military conflict expose us to additional risks;
- negative or unexpected tax consequences could adversely affect our results of operations;
- we are subject to business continuity risks associated with centralization of certain administrative functions;
- we are subject to cyber-security risks arising out of breaches of security relating to sensitive company, client, and employee information, as well as relating to the technology that manages our operations and other business processes;
- we could incur additional costs to cover guarantees;
- a decline in commercial office building occupancy and rental rates could affect our revenues and profitability;
- deterioration in general economic conditions could reduce the demand for facility services and, as a result, reduce our earnings and adversely affect our financial condition;
- changes in energy prices and government regulations could adversely impact the results of operations of our Building & Energy Solutions business;
- financial difficulties or bankruptcy of one or more of our clients could adversely affect our results;
- future declines in the fair value of our investments in auction rate securities could negatively impact our earnings;
- we incur accounting and other control costs that reduce profitability;
- sequestration under the Budget Control Act of 2011 may negatively impact our business;
- any future increase in the level of our debt or in interest rates could affect the results of operations;
- our ability to operate and pay our debt obligations depends upon our access to cash;
- goodwill impairment charges could have a material adverse effect on our financial condition and results of operations;
- impairment of long-lived assets may adversely affect our operating results.
- we are defendants in class and representative actions and other lawsuits alleging various claims that could cause us to incur substantial liabilities;
- federal health care reform legislation may adversely affect our business and results of operations;
- changes in immigration laws or enforcement actions or investigations under such laws could significantly adversely affect our labor force, operations, and financial results;
- labor disputes could lead to loss of revenues or expense variations;
- we participate in multiemployer pension plans that under certain circumstances could result in material liabilities being incurred; and
- natural disasters or acts of terrorism could disrupt services.

Additional information regarding these and other risks and uncertainties the Company faces is contained in the Company's Annual Report on Form 10-K for the year ended October 31, 2013, and in other reports the Company files from time to time with the Securities and Exchange Commission. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

## Five-Year Selected Financial Data

<b>Statement of income data</b> Years Ended October 31, (in thousands, except per share amounts)	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Revenues<sup>1</sup></b>	\$ 4,809,281	\$ 4,300,265	\$ 4,246,842	\$ 3,495,747	\$ 3,481,823
<b>Operating profit</b>	119,025	96,566	117,568	108,839	92,107
<b>Income from continuing operations</b>	72,900	62,718	68,698	63,870	55,490
<b>Per share data:</b>					
Net income per common share - Basic	\$ 1.33	\$ 1.16	\$ 1.29	\$ 1.23	\$ 1.08
Income from continuing operations	-	-	-	-	(0.02)
Loss from discontinued operations, net of taxes					
<b>Net income</b>	<b>\$ 1.33</b>	<b>\$ 1.16</b>	<b>\$ 1.29</b>	<b>\$ 1.23</b>	<b>\$ 1.06</b>
Net income per common share - Diluted	\$ 1.30	\$ 1.14	\$ 1.27	\$ 1.21	\$ 1.07
Income from continuing operations	-	-	-	-	(0.02)
Loss from discontinued operations, net of taxes					
<b>Net income</b>	<b>\$ 1.30</b>	<b>\$ 1.14</b>	<b>\$ 1.27</b>	<b>\$ 1.21</b>	<b>\$ 1.05</b>
Weighted-average common and common equivalent shares outstanding					
Basic	54,877	53,987	53,121	52,117	51,373
Diluted	56,067	54,914	54,103	52,908	51,845
<b>Dividends declared per common share</b>	<b>\$ 0.60</b>	<b>\$ 0.58</b>	<b>\$ 0.56</b>	<b>\$ 0.54</b>	<b>\$ 0.52</b>
<b>Statement of cash flow data:</b>					
Net cash provided by continuing operating activities	\$ 135,313	\$ 148,947	\$ 156,800	\$ 140,746	\$ 121,255

<b>Balance Sheet Data</b> As of October 31, (in thousands)	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
Total assets	\$ 2,119,236	\$ 1,851,158	\$ 1,861,505	\$ 1,548,670	\$ 1,521,153
Trade accounts receivable, net of allowances	672,525	561,317	552,098	450,513	445,241
Insurance recoverables	68,704	64,500	70,610	76,098	72,117
Goodwill	872,396	751,610	750,872	593,983	547,237
Other intangible assets, net of accumulated amortization	144,401	109,138	128,994	65,774	60,199
Investments in auction rate securities	12,994	17,780	15,670	20,171	19,531
Investments in unconsolidated affiliates, net	17,952	14,863	14,423	-	-
Line of credit	314,870	215,000	300,000	140,500	172,500
Insurance claims	357,964	343,804	341,401	348,314	346,327



<sup>1</sup> Revenues in the year ended October 31, 2013 included \$408.1 million associated with our acquisitions on November 1, 2012 consisting of Air Serv Corporation, HHA Services, Inc., and certain assets and liabilities of Calvert-Jones Company, Inc. Revenues in the year ended October 31, 2011 include amounts associated with The Linc Group of approximately \$512.9 million, which was acquired on December 1, 2010. Revenues in the year ended October 31, 2010 include approximately \$43.0 million associated with the acquisitions of Five Star Parking, Network Parking Company Ltd., and System Parking, Inc. (collectively, this asset acquisition is referred to as "L&R") and Diversco, Inc., which were acquired on October 1, 2010 and June 30, 2010, respectively.

To supplement ABM's consolidated financial information, the Company has presented income from continuing operations, as adjusted for items impacting comparability, for fiscal years 2013 and 2012. These adjustments have been made with the intent of providing financial measures that give management and investors a better understanding of the underlying operational results and trends as well as ABM's marketplace performance. The Company has presented earnings before interest, taxes, depreciation and amortization and excluding discontinued operations and items impacting comparability (adjusted EBITDA) for fiscal years 2013 and 2012. Adjusted EBITDA is among the indicators management uses as a basis for planning and forecasting future periods. The Company has also presented free cash flow for fiscal years 2009 through 2013, which represents cash flows from operating activities less capital expenditures. Management views free cash flow as a measure of cash flow available to reduce debt, add to cash balances, pay dividends, repurchase stock, and fund other financing activities. The presentation of these non-GAAP financial measures is not meant to be considered in isolation or as a substitute for financial statements prepared in accordance with accounting principles generally accepted in the United States of America.

## Unaudited Reconciliation of non-GAAP Financial Measures

Adjusted Income from Continuing Operations to Income from Continuing Operations Years Ended October 31, (in thousands)	2013	2012
Adjusted income from continuing operations	\$ 85,007	\$ 76,122
Items impacting comparability	(19,978)	(22,566)
Benefit from income taxes	7,871	9,162
Items impacting comparability, net of taxes	(12,107)	(13,404)
<b>Income from continuing operations</b>	<b>\$ 72,900</b>	<b>\$ 62,718</b>

Adjusted EBITDA to Net Income Years Ended October 31, (in thousands)	2013	2012
Adjusted EBITDA	\$ 205,926	\$ 176,353
Items impacting comparability	(19,978)	(22,566)
Loss from discontinued operations, net of taxes	-	(136)
Provision for income taxes	(39,552)	(29,931)
Interest expense	(12,892)	(9,999)
Depreciation and amortization	(60,604)	(51,139)
<b>Net income</b>	<b>\$ 72,900</b>	<b>\$ 62,582</b>

Years Ended October 31, (in thousands)	2013	2012	2011	2010	2009
Free cash flow	\$ 102,720	\$ 122,560	\$ 137,866	\$ 125,922	\$ 122,289
Capital expenditures	32,593	28,052	22,124	23,942	18,582
<b>Net cash provided by operating activities</b>	<b>\$ 135,313</b>	<b>\$ 150,612</b>	<b>\$ 159,990</b>	<b>\$ 149,864</b>	<b>\$ 140,871</b>

## Condensed Consolidated Balance Sheets

As of October 31, (in thousands, except share and per share amounts)	2013	2012
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 32,639	\$ 43,459
Trade accounts receivable, net of allowances of \$10,217 and \$11,125 at October 31, 2013 and 2012, respectively	672,525	561,317
Notes receivable and other	36,623	40,343
Prepaid expenses	59,645	50,289
Prepaid income taxes	5,081	385
Deferred income taxes, net	47,051	43,671
Insurance recoverables	11,068	9,870
<b>Total current assets</b>	<b>864,632</b>	<b>749,334</b>
Insurance deposits	28,466	31,720
Other investments and long-term receivables	5,005	5,666
Investments in unconsolidated affiliates, net	17,952	14,863
Investments in auction rate securities	12,994	17,780
Property, plant and equipment, net of accumulated depreciation \$127,492 and \$107,771 at October 31, 2013 and 2012, respectively	77,241	59,909
Other intangible assets, net of accumulated amortization of \$115,461 and \$94,485 at October 31, 2013 and 2012, respectively	144,401	109,138
Goodwill	872,396	751,610
Noncurrent deferred income taxes, net	-	17,610
Noncurrent insurance recoverables	57,636	54,630
Other assets	38,513	38,898
<b>Total assets</b>	<b>\$ 2,119,236</b>	<b>\$ 1,851,158</b>

As of October 31, (in thousands, except share and per share amounts)	2013	2012
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Trade accounts payable	\$ 157,806	\$ 130,410
Accrued liabilities		
Compensation	138,430	121,855
Taxes - other than income	25,737	19,437
Insurance claims	84,546	80,192
Other	101,860	95,473
Income taxes payable	145	8,450
<b>Total current liabilities</b>	<b>508,524</b>	<b>455,817</b>
Noncurrent income taxes payable	50,426	27,773
Line of credit	314,870	215,000
Retirement plans and other	41,417	38,558
Deferred income tax liability, net	13,074	-
Noncurrent insurance claims	273,418	263,612
<b>Total liabilities</b>	<b>1,201,729</b>	<b>1,000,760</b>
Commitments and contingencies		
<b>Stockholders' Equity</b>		
Preferred stock, \$0.01 par value; 500,000 shares authorized; none issued	-	-
Common stock, \$0.01 par value; 100,000,000 shares authorized; 55,477,813 and 54,393,907 shares issued and outstanding at October 31, 2013 and 2012, respectively	555	544
Additional paid-in capital	261,828	234,636
Accumulated other comprehensive loss, net of taxes	(1,651)	(2,154)
Retained earnings	656,775	617,372
<b>Total stockholders' equity</b>	<b>917,507</b>	<b>850,398</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 2,119,236</b>	<b>\$ 1,851,158</b>

## Condensed Consolidated Statements of Income

Year Ended October 31, (in thousands, except per share amounts)	2013	2012	2011
<b>Revenues</b>	\$ 4,809,281	\$ 4,300,265	\$ 4,246,842
<b>Expenses</b>			
Operating	4,313,429	3,854,380	3,781,264
Selling, general and administrative	348,274	327,855	324,762
Amortization of intangible assets	28,553	21,464	23,248
<b>Total expenses</b>	4,690,256	4,203,699	4,129,274
Operating profit	119,025	96,566	117,568
Other-than-temporary impairment credit losses on auction rate security recognized in earnings	-	(313)	-
Income from unconsolidated affiliates, net	6,319	6,395	3,915
Interest expense	(12,892)	(9,999)	(15,805)
Income from continuing operations before income taxes	112,452	92,649	105,678
Provision for income taxes	(39,552)	(29,931)	(36,980)
Income from continuing operations	72,900	62,718	68,698
Loss from discontinued operations, net of taxes	-	(136)	(194)
<b>Net income</b>	\$ 72,900	\$ 62,582	\$ 68,504
<b>Net income per common share - Basic</b>			
Income from continuing operations	\$ 1.33	\$ 1.16	\$ 1.29
Loss from discontinued operations, net of taxes	-	-	-
<b>Net income per common share - Basic</b>	<b>\$ 1.33</b>	<b>\$ 1.16</b>	<b>\$ 1.29</b>
<b>Net income per common share - Diluted</b>			
Income from continuing operations	\$ 1.30	\$ 1.14	\$ 1.27
Loss from discontinued operations, net of taxes	-	-	-
<b>Net income per common share - Diluted</b>	<b>\$ 1.30</b>	<b>\$ 1.14</b>	<b>\$ 1.27</b>
<b>Weighted-average common and common equivalent shares outstanding</b>			
Basic	54,877	53,987	53,121
Diluted	56,067	54,914	54,103
<b>Dividends declared per common share</b>	<b>\$ 0.60</b>	\$ 0.58	\$ 0.56

## Condensed Consolidated Statements of Comprehensive Income

Year Ended October 31, (in thousands)	2013			2012			2011		
	Pre-tax amounts	Tax expense/ (benefit)	After-tax amounts	Pre-tax amounts	Tax expense/ (benefit)	After-tax amounts	Pre-tax amounts	Tax expense/ (benefit)	After-tax amounts
<b>Net income</b>			\$ 72,900			\$ 62,582			\$ 68,504
<b>Other comprehensive income:</b>									
<b>Unrealized gains on auction rate securities:</b>									
Unrealized gains on auction rate securities	\$ 214	\$ 88	\$ 126	\$ 2,110	\$ 866	\$ 1,244	\$ 499	\$ 193	\$ 306
Reclassification adjustment for credit losses recognized in earnings	-	-	-	313	126	187	-	-	-
<b>Net unrealized gains on auction rate securities</b>	214	88	126	2,423	992	1,431	499	193	306
<b>Unrealized (losses) gains on interest rate swaps:</b>									
Unrealized losses arising during the period	(381)	(156)	(225)	(125)	(51)	(74)	(245)	(101)	(144)
Reclassification adjustment for loss included in interest expense	445	182	263	164	67	97	436	177	259
<b>Net unrealized gains on interest rate swaps</b>	64	26	38	39	16	23	191	76	115
<b>Foreign currency translation</b>	(183)	-	(183)	(85)	-	(85)	214	-	214
<b>Defined and postretirement benefit plans adjustments:</b>									
Actuarial gains (losses) arising during the current year	675	276	399	(1,660)	(678)	(982)	(2,669)	(1,094)	(1,575)
Reclassification adjustment for amortization of actuarial losses	138	56	82	97	40	57	114	46	68
Reclassification adjustment for settlement losses	70	29	41	107	44	63	126	52	74
<b>Net defined and postretirement benefit plans adjustments</b>	<b>883</b>	<b>361</b>	<b>522</b>	<b>(1,456)</b>	<b>(594)</b>	<b>(862)</b>	<b>(2,429)</b>	<b>(996)</b>	<b>(1,433)</b>
<b>Total other comprehensive income (loss)</b>	\$ 978	\$ 475	\$ 503	\$ 921	\$ 414	\$ 507	\$ (1,525)	\$ (727)	\$ (798)
<b>Comprehensive income</b>			<b>\$ 73,403</b>			<b>\$ 63,089</b>			<b>\$ 67,706</b>

## Condensed Consolidated Statements of Stockholders' Equity

Year Ended October 31, (in thousands)	2013		2012		2011	
	Shares	Amount	Shares	Amount	Shares	Amount
<b>Common stock:</b>						
Balance, beginning of year	54,394	\$ 544	53,333	\$ 533	52,635	\$ 526
Stock issued under employee stock purchase and share-based compensation plans	1,084	11	1,061	11	698	7
<b>Balance, end of year</b>	<b>55,478</b>	<b>555</b>	<b>54,394</b>	<b>544</b>	<b>53,333</b>	<b>533</b>
<b>Additional paid-in capital:</b>						
Balance, beginning of year		234,636		211,389		192,418
Tax effect from share-based awards		-		(156)		(467)
Stock issued under employee stock purchase and share-based compensation plans		13,910		13,167		10,247
Share-based compensation expense		13,282		10,236		9,191
<b>Balance, end of year</b>		<b>261,828</b>		<b>234,636</b>		<b>211,389</b>
<b>Accumulated other comprehensive loss, net of taxes:</b>						
Balance, beginning of year		(2,154)		(2,661)		(1,863)
Other comprehensive income (loss)		503		507		(798)
<b>Balance, end of year</b>		<b>(1,651)</b>		<b>(2,154)</b>		<b>(2,661)</b>
<b>Retained earnings:</b>						
Balance, beginning of year		617,372		586,625		547,944
Net income		72,900		62,582		68,504
Dividends:						
Common stock		(32,873)		(31,309)		(29,744)
Stock issued under share-based compensation plans		(624)		(526)		(79)
<b>Balance, end of year</b>		<b>656,775</b>		<b>617,372</b>		<b>586,625</b>
<b>Total stockholders' equity</b>		<b>\$ 917,507</b>		<b>\$ 850,398</b>		<b>\$ 795,886</b>

## Condensed Consolidated Statements of Cash Flows

Year Ended October 31, (in thousands)	2013	2012	2011
<b>Cash flows from operating activities:</b>			
Net income	\$ 72,900	\$ 62,582	\$ 68,504
Loss from discontinued operations, net of taxes	-	136	194
Income from continuing operations	72,900	62,718	68,698
<b>Adjustments to reconcile income from continuing operations to net cash provided by continuing operating activities:</b>			
Depreciation and amortization	60,390	50,897	52,658
Deferred income taxes	12,476	9,772	24,227
Share-based compensation expense	13,282	10,236	9,191
Provision for bad debt	2,836	2,551	3,142
Discount accretion on insurance claims	504	715	874
Auction rate security credit loss impairment	-	313	-
Gain on sale of assets	(210)	(2,015)	(150)
Income from unconsolidated affiliates, net	(6,319)	(6,395)	(3,915)
Distributions from unconsolidated affiliates	2,959	5,802	2,539
Changes in operating assets and liabilities, net of effects of acquisitions:			
Trade accounts receivable	(50,763)	(11,359)	(18,432)
Prepaid expenses and other current assets	1,960	(14,188)	(7,786)
Insurance recoverables	(4,204)	6,110	5,488
Other assets and long-term receivables	4,895	9,390	5,962
Income taxes payable	8,742	4,542	4,396
Retirement plans and other non-current liabilities	(5,138)	(1,584)	(4,085)
Insurance claims	3,909	1,688	(11,950)
Trade accounts payable and other accrued liabilities	17,094	19,754	25,943
<b>Total adjustments</b>	<b>62,413</b>	<b>86,229</b>	<b>88,102</b>
<b>Net cash provided by continuing operating activities</b>	<b>135,313</b>	<b>148,947</b>	<b>156,800</b>
<b>Net cash provided by discontinued operating activities</b>	<b>-</b>	<b>1,665</b>	<b>3,190</b>
<b>Net cash provided by operating activities</b>	<b>135,313</b>	<b>150,612</b>	<b>159,990</b>

Year Ended October 31, (in thousands)	2013	2012	2011
<b>Cash flows from investing activities:</b>			
Additions to property, plant and equipment	(32,593)	(28,052)	(22,124)
Proceeds from sale of assets and other	1,214	4,177	912
Purchase of businesses, net of cash acquired	(199,326)	(5,963)	(290,985)
Investments in unconsolidated affiliates	(183)	-	(215)
Proceeds from redemption of auction rate securities	5,000	-	5,000
<b>Net cash used in investing activities</b>	<b>(225,888)</b>	<b>(29,838)</b>	<b>(307,412)</b>
<b>Cash flows from financing activities:</b>			
Proceeds from exercises of stock options	13,297	12,496	9,708
Dividends paid	(32,873)	(31,309)	(29,744)
Deferred financing costs paid	-	(14)	(5,021)
Borrowings from line of credit	1,006,000	773,000	885,500
Repayment of borrowings from line of credit	(906,130)	(858,000)	(726,000)
Changes in book cash overdrafts	2,968	45	-
Other	(3,507)	-	-
<b>Net cash provided by (used in) financing activities</b>	<b>79,755</b>	<b>(103,782)</b>	<b>134,443</b>
<b>Net (decrease) increase in cash and cash equivalents</b>	<b>(10,820)</b>	<b>16,992</b>	<b>(12,979)</b>
<b>Cash and cash equivalents at beginning of year</b>	<b>43,459</b>	<b>26,467</b>	<b>39,446</b>
<b>Cash and cash equivalents at end of year</b>	<b>\$ 32,639</b>	<b>\$ 43,459</b>	<b>\$ 26,467</b>
<b>Supplemental Data</b>			
Cash paid for income taxes, net of refunds received	\$ 18,719	\$ 15,545	\$ 9,651
Interest paid on line of credit	7,713	5,331	10,055

## Consolidated Segment Information<sup>1</sup>

Years Ended October 31, (in thousands)	2013	2012	2011
<b>Revenues:</b>			
Janitorial	\$ 2,465,312	\$ 2,394,344	\$ 2,380,195
Facility Services	609,435	576,136	553,295
Parking	609,082	615,132	615,679
Security	381,472	365,926	350,377
Building & Energy Solutions	401,536	348,279	346,086
Other	341,516	-	-
Corporate	928	448	1,210
	<b>\$ 4,809,281</b>	<b>\$ 4,300,265</b>	<b>\$ 4,246,842</b>
<b>Operating profit:</b>			
Janitorial	\$ 134,600	\$ 135,967	\$ 140,621
Facility Services	27,431	23,083	24,876
Parking	27,537	26,189	24,257
Security	12,943	7,835	7,968
Building & Energy Solutions	18,662	12,340	12,423
Other	12,606	-	-
Corporate	(108,579)	(105,390)	(88,662)
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(6,175)	(3,458)	(3,915)
	119,025	96,566	117,568
Other-than-temporary impairment credit losses on auction rate security recognized in earnings	-	(313)	-
Income from unconsolidated affiliates, net	6,319	6,395	3,915
Interest expense	(12,892)	(9,999)	(15,805)
Income from continuing operations before income taxes	<b>\$ 112,452</b>	<b>\$ 92,649</b>	<b>\$ 105,678</b>
<b>Total assets*:</b>			
Janitorial	883,358	863,831	859,318
Facility Services	211,270	214,557	205,190
Parking	141,946	153,593	149,052
Security	112,699	111,293	111,304
Building & Energy Solutions	296,189	232,079	246,524
Other	236,117	-	-
Corporate	237,657	275,406	287,909
	<b>\$ 2,119,236</b>	<b>\$ 1,850,759</b>	<b>\$ 1,859,297</b>

<sup>1</sup> Effective in the first quarter of 2013, we revised our reportable segments to reflect the reorganization of our businesses to an onsite, mobile and on-demand market-based structure. This realignment will continue through 2014 and is designed to improve our long-term growth prospects and provide higher margin opportunities by giving us the ability to better deliver end-to-end services to clients located in urban, suburban, and rural areas. In addition, our realignment initiatives are designed to result in greater synergies from our acquisitions, achieve further integration between our onsite businesses, and decrease operating expenses by streamlining functions and reducing organizational layers. As a result of this realignment, we have separated our previous Facility Solutions segment into two new reportable segments: Facility Services and Building & Energy Solutions. Our onsite businesses consist of the following reportable segments: Janitorial, Facility Services, Parking, and Security. Our mobile and on-demand businesses consist of the Building & Energy Solutions reportable segment, and certain unconsolidated affiliates that provide facility solutions, primarily to the U.S. Government, which complements the other operations of the Building & Energy Solutions segment. Our new segment, Other, is comprised of Air Serv. Prior period segment results have been restated to conform to the new segment reporting structure, effective in the first quarter of 2013.

\* Excludes assets of discontinued operations of \$0.4 million and \$2.2 million as of October 31, 2012, and 2011, respectively.

## Consolidated Segment Information

Years Ended October 31, (in thousands)	2013	2012	2011
<b>Depreciation and amortization:</b>			
Janitorial	\$ 17,901	\$ 18,010	\$ 19,035
Facility Services	4,371	4,933	5,247
Parking	3,148	3,512	3,644
Security	1,036	1,218	1,441
Building & Energy Solutions	11,341	8,798	9,967
Other	11,588	-	-
Corporate	11,005	14,426	13,324
	<b>\$ 60,390</b>	<b>\$ 50,897</b>	<b>\$ 52,658</b>
<b>Capital expenditures:</b>			
Janitorial	\$ 14,694	\$ 12,367	\$ 10,048
Facility Services	11	23	634
Parking	2,523	2,219	2,023
Security	173	203	141
Building & Energy Solutions	1,226	828	646
Other	2,402	-	-
Corporate	11,564	12,412	8,632
	<b>\$ 32,593</b>	<b>\$ 28,052</b>	<b>\$ 22,124</b>

## Geographic Information

Revenues by geographic region are summarized below based on the country in which the sale originated. Substantially all of our long-lived assets are related to United States operations.

Years Ended October 31, (in thousands)	2013	2012	2011
<b>Revenues:</b>			
United States	\$ 4,710,821	\$ 4,253,793	\$ 4,198,937
All other countries	98,460	46,472	47,905
	<b>\$ 4,809,281</b>	<b>\$ 4,300,265</b>	<b>\$ 4,246,842</b>

## Report of Independent Registered Public Accounting Firm

### The Board of Directors and Stockholders ABM Industries Incorporated:

We have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 2013 and 2012, and the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the years in the three-year period ended October 31, 2013 (not presented herein); and in our report dated December 18, 2013, we expressed an unqualified opinion on those consolidated financial statements.

In our opinion, the information set forth in the accompanying condensed consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 2013 and 2012, and the related condensed consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the years in the three-year period ended October 31, 2013 is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.

**KPMG LLP**

KPMG LLP

New York, New York

December 18, 2013

## BOARD OF DIRECTORS

**Maryellen C. Herringer** [A]  
Chairman of the Board, Attorney at Law

**Linda Chavez** [A, C, D]  
Chairman of the Board, Center for Equal Opportunity

**J. Philip Ferguson** [B, C, D]  
Former Vice Chairman,  
University of Texas Management Company

**Anthony G. Fernandez** [B, D]  
Former Chairman, Chief Executive Officer and President  
of Phillip Services Corporation

**Luke S. Helms** [A, B, C]  
Managing Director,  
Sonata Capital Management

**Stephen M. Kadenacy** [B]  
Executive Vice President and Chief Financial Officer,  
AECOM Technology Corporation

**Sudhakar Kesavan** [A]  
Chairman and Chief Executive Officer ICF International

**Henrik C. Slipsager**  
President and Chief Executive Officer

**William W. Steele** [D]  
Former President and Chief Executive Officer,  
ABM Industries Incorporated

[A] Compensation Committee

[B] Audit Committee

[C] Governance Committee

[D] Corporate Citizenship and Communications Committee

As of January 15, 2014

## EXECUTIVE OFFICERS

**Henrik C. Slipsager**  
President and Chief Executive Officer

**James S. Lusk**  
Executive Vice President and Chief Financial Officer

**James P. McClure**  
Executive Vice President and President, Onsite Services

**Tracy K. Price**  
Executive Vice President, Building & Energy Solutions

**Angelique M. Carbo**  
Senior Vice President, Human Resources

**Dean A. Chin**  
Senior Vice President, Controller and Chief Accounting  
Officer

**David L. Farwell**  
Senior Vice President, Investor Relations

**Sarah Hlavinka McConnell**  
Senior Vice President, General Counsel and Secretary

**D. Anthony Scaglione**  
Senior Vice President, Treasurer, Mergers & Acquisitions

## SPECIAL NOTICES

**Listing**  
New York Stock Exchange

**Ticker Symbol**  
ABM

**Registrar and Transfer Agent**  
Computershare  
P.O. Box 30170  
College Station, TX 77842-3170  
Phone 800.850.3292  
eMail: [www-us.computershare.com/investor/contact](http://www-us.computershare.com/investor/contact)  
Web Address: [www-us.computershare.com/investor](http://www-us.computershare.com/investor)

**Auditors**  
KPMG LLP  
345 Park Avenue  
New York, NY 10154

**Annual Report on Form 10-K**  
Additional copies available to stockholders at no charge  
upon request to:  
ABM Investor Relations  
551 Fifth Avenue, Suite 300  
New York, NY 10176 or [abm.com](http://abm.com)

**Annual Meeting**  
The Annual Meeting of Stockholders of ABM Industries  
will be held on Wednesday, March 5, 2014 at 10:00 a.m. at:  
Hotel Sofitel New York  
45 West 44th Street  
New York, NY 10036

**Dividends**  
The Company has paid quarterly cash dividends on its  
Common Stock without interruption since 1965. The  
Board of Directors considers the payment of cash  
dividends on a quarterly basis, subject to the Company's  
earnings, financial condition and other factors.



ABM Corporate Headquarters  
551 Fifth Avenue, Suite 300  
New York, NY 10176  
212.297.0200  
abm.com



# Technical Submittal: Management Plan

6. *Provide a written explanation or attach an organizational chart of your business. Provide organizational chart for Administrative, Sales, and Services, and clearly illustrate how the Milwaukee County account would fit into the organization.*

The organization chart displays key resources within the branch. Resources will be assigned to Milwaukee County based on size and scope of work.

**Milwaukee Branch Office**

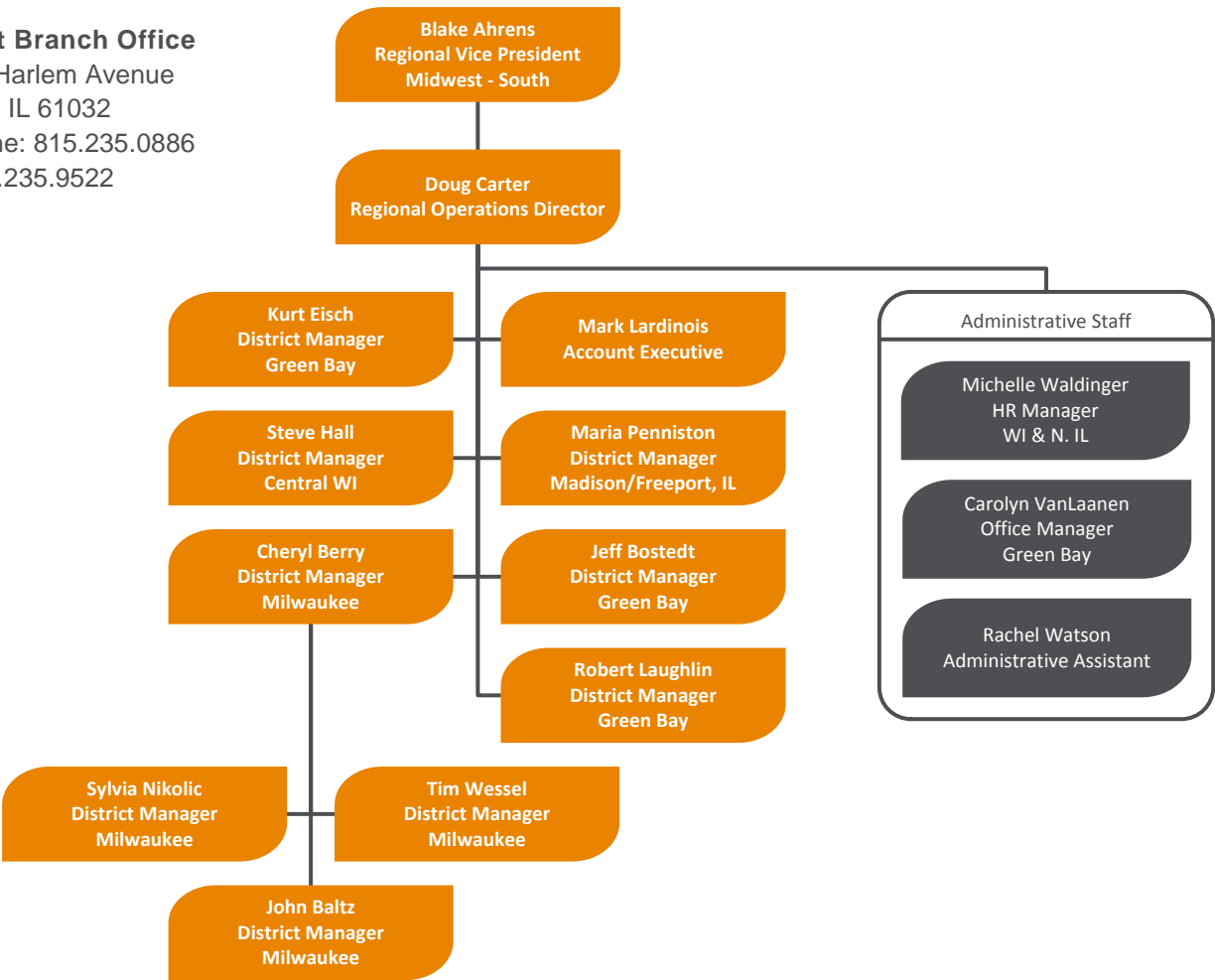
411 E. Wisconsin, Suite 505  
Milwaukee, WI 53202  
Telephone: 414.289.7749  
Fax: 414.289.7756

**Green Bay Branch Office**

1241 Russet Court  
Green Bay, WI 54313  
Telephone: 920.965.1910  
Fax: 920.965.1916

**Freeport Branch Office**

1303 S. Harlem Avenue  
Freeport, IL 61032  
Telephone: 815.235.0886  
Fax: 815.235.9522



- 7. Explain how the contract will be managed. Who will be the primary point-of-contact (POC)? How many other accounts does the POC manage? Include a description of the management and supervision team and provide resumes.**

ABM will hire a dedicated Account Manager that will be based primarily at Milwaukee County.

- 8. Section 4.15 of the RFP explains the requirement for the Service Provider to include a CMMS or Work Order system in its bid. Milwaukee County must be granted access to this system, to submit and track work orders. Please explain which CMMS or Work Order system your company is proposing, providing examples or screen shots (please limit to 3 pages).**

Please provide information on Corrigo (ABM's preferred CMMS) on the next page.

### Corrigo CMMS (ABM's Preferred CMMS)

Corrigo's platform includes service management software, maintenance management software, service dispatch software and employee time tracking software solutions that deliver real-time visibility into and control of the quality and cost of building and field service operations. The attributes of the system include:

- **Smart Scheduling** - Allows for creating and managing customized work orders (i.e. by service teams, by priority, area, specialty, or location)
- **Real-Time Dispatch** - Allows our Help Desk the power and flexibility to manage service operations efficiently with individually customized dispatch dashboards to facilitate scheduling decisions based on job priorities, service staff skills, locations and more.
- **Mobile Work Orders** - Using two-way, instant communication between the office and the tech's mobile phone, we are able to create, accept, and complete work orders without coming into the office. Our technicians can update current work order assignments, as well as capture parts and labor, asset and equipment data.
- **Client Web Requests** - Provides a secure, self-service website for submitting and tracking service requests and reduces administrative work required.
- **Service Request Tracking** - A password-protected, client self-service portal can let you know the exact status of work requests along with details about the service history.
- **Appointment Scheduling** – Allows you to set up appointment times, give technicians permission to enter, or require the technician to call first.
- **Automatic PM Scheduling** – Allows ABM to schedule inspections, routine service, and preventive maintenance by automatically generating these work orders. ABM will be able to run reports to see how routine and preventive maintenance activities are affecting operations and can even account for seasonal maintenance, regional differences, and vary tasks at different intervals with recurring work orders.
- **Checklists & Inspections** – Allows our management team to know whether our technician has finished all work details, followed all necessary safety procedures or reviewed all items inspected by making them check off items from a pre-defined list as they finish every job or inspection.
- **Asset Management** - Allows for tracking of all related facility asset information through an asset database that makes tracking precise asset locations and identity easy and provides monitoring of historical data such as meter and equipment gauges.
- **Functionality and Integration** - Corrigo products integrate with all popular financial systems including SAP, JD Edwards, Microsoft Great Plains, Oracle Financials, Peachtree, Intuit QuickBooks, Best Software MAS 90, Geac Starbuilder and Timberline.

The screenshot displays the Corrigo CMMS interface for a specific work order. At the top, it shows the work order number A730611 and various status options like 'Pick Up', 'Start', 'Arrive', etc. Below this, the customer information is listed as FRED P. POMERANTZ, with contact details for MELISSA STARKE. The location is specified as BLDG D NEW YORK, NY 10001, US. The work description is 'FIT KEYS/LOCKS'. The interface also includes a section for 'Assignment and Scheduling' with fields for Priority (Regular-72), Specialty (ENG-GENERAL MAINT), and Assigned To (ABM FAC SVS, FE). There is a 'Service History' section and an 'Action Log' at the bottom showing a log of actions performed by MELISSA STARKE on 10/05/2011.

If you should decide to utilize a different CMMS system, ABM will assist with this as a part of our transition and implementation process. We will help identify the best CMMS for your facility needs, provide the resources to collect your physical asset information, and leverage our extensive database of equipment maintenance operating procedures to ensure each system is maintained in a safe and effective manner.

**9. Provide a detailed equipment and chemical list for this account, indicating compliance with the Green Cleaning Policy (Exhibit E). Also, indicate if the plan includes any Kaivac (or similar) machines, and if so, where/why?**

Below are equipment & chemical lists by site. All equipment & chemicals are compliant with the Green Cleaning Policy in Exhibit E.

ABM will use a Kaivac machine (or something similar) when deep cleaning of a restroom is needed. This machine will be brought onsite for those types of situations.

**Milwaukee County Courthouse – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 8
- ProTeam CoachVac Backpack Vacuum – 2
- Tennant S8 28" Wide Sweeper/Vacuum – 2
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T7 32" Rider Disk Autoscrubber – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant T5 28" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- Washing Machine for Microfiber – 1
- Dryer for Microfiber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

**Milwaukee County Criminal Justice Facility – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 3
- ProTeam CoachVac Backpack Vacuum – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant T3 24" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- Washing Machine for Microfiber – 1
- Dryer for Microfiber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

### **Milwaukee County Safety Building – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 6
- ProTeam CoachVac Backpack Vacuum – 2
- Tennant S8 28" Wide Sweeper/Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T7 32" Rider Disk Autoscrubber – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- Washing Machine for Microfiber – 1
- Dryer for Microfiber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

### **Milwaukee County Medical Examiner's Office – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 1
- ProTeam CoachVac Backpack Vacuum – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant T3 20" Disk Autoscrubber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

### **Milwaukee County Children's Court Center – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 6
- ProTeam CoachVac Backpack Vacuum – 2
- Tennant S8 28" Wide Sweeper/Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T5 28" Disk Autoscrubber – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- Washing Machine for Microfiber – 1
- Dryer for Microfiber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)

- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **Milwaukee County Children's Adolescent Treatment Center – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 3
- ProTeam CoachVac Backpack Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T5 28" Disk Autoscrubber – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **Milwaukee County Park Administration Building – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 3
- ProTeam CoachVac Backpack Vacuum – 1
- Tennant S8 28" Wide Sweeper/Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **Milwaukee County Highway Maintenance – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T3 20" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)

- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **Milwaukee County Marcia P. Coggs Center – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 3
- ProTeam CoachVac Backpack Vacuum – 1
- Tennant S8 28" Wide Sweeper/Vacuum – 1
- Tennant F5 20" Floor Machine – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 3500 Wet/Dry Vacuum – 1
- Tennant T3 24" Disk Autoscrubber – 1
- Tennant 1260 Self-Contained Extractor – 1
- Tennant 1000 Carpet Spotter – 1
- Tennant 250 3-Speed Air Mover – 1
- Washing Machine for Microfiber – 1
- Dryer for Microfiber – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **Milwaukee County Facilities West – Equipment & Chemical list**

- Tennant 3120 Dual Motor 15" Vacuum – 1
- Tennant 2370 Ultra-High-Speed Burnisher – 1
- Tennant 1000 Carpet Spotter – 1
- GLANCE Non-Ammoniated Glass Cleaner
- STRIDE Citrus Neutral Cleaner (Floors & General Purpose)
- ALPHA Hydrogen Peroxide – Surface Disinfectant Cleaner
- CREW Restroom Floor & Surface Non-Acid Disinfectant Cleaner

#### **10. *How will communication be handled? How will workers be held accountable? How will work orders be tracked?***

Although we strive for perfect service - never missing a task or an area - the reality is that errors occur. ABM addresses negative feedback or complaints by clearly identifying the issue and providing prompt corrective action. To ensure the proper response is initiated, we group cleaning issues into three categories: a service-related problem, a request for non-contract work or a compliment or suggestion.

When you or a site manager contacts us with a cleaning problem, we respond quickly. We contact the person who reported the issue by phone or in person. Work orders are entered into ABM's quality management system in a variety of ways including integration with client systems and our client service request portal. After we determine the issue is a cleaning problem, our system automatically determines who should receive the work order and immediately dispatches to that person via a variety of wireless devices. Additionally, staff members can enter work orders from a wireless device when performing site inspections or as a result of an observation during a site visit.

For cleaning requests outside the scope of our contract work, we follow our client's protocol for authorizing extra work. On receipt of compliments or cleaning suggestions, we forward them to the appropriate cleaner, supervisor, manager or team.

It is ABM policy that all client complaints are documented, and corrective or preventive action is taken in a timely manner consistent with the client's need and sense of urgency. When possible, corrective action is taken immediately.

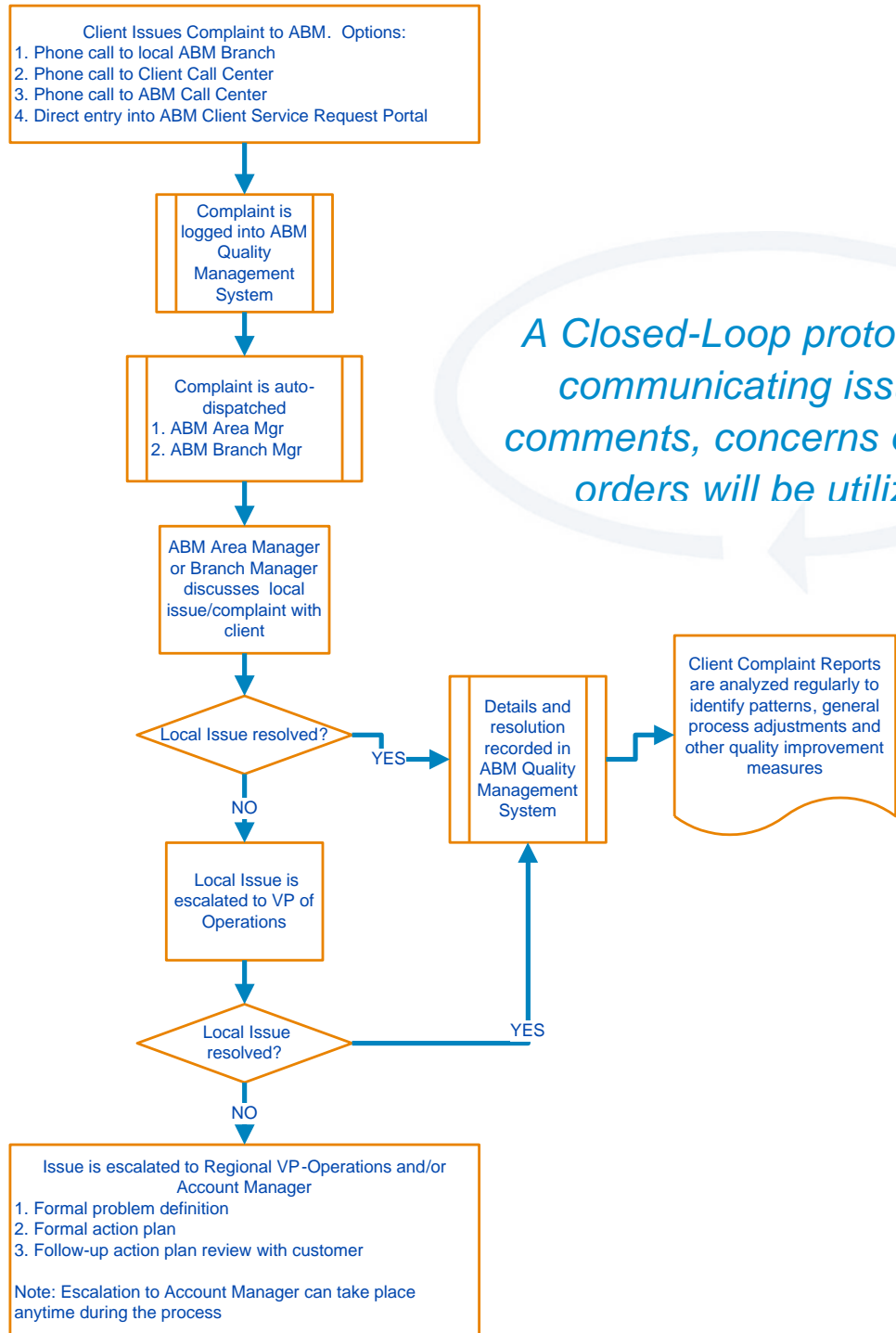
All ABM associates are required to report all client complaints received from any source, whether written or verbal, to the ABM supervisor responsible for the area affected.

ABM follows these steps for handling client complaints:

1. The responsible supervisor records the client complaint
2. The supervisor evaluates client complaints and initiates investigations as necessary to determine what type of corrective action to take
3. Responsible supervisor or Project Manager informs the client of corrective action taken
4. If client is dissatisfied with corrective action taken, responsible supervisor or Project Manager meets with client to resolve situation
5. Client complaints are reviewed internally by ABM management and with clients at regular client communications meetings
6. Responsible supervisor or Project Manager identifies appropriate preventive action for each complaint and applies that preventive action across all areas of responsibility
7. Project Manager keeps records of client complaints for trends analysis and reporting

## Closed-Loop Communication

ABM uses closed-loop communication to ensure that the work requested is completed to the client's satisfaction. In closed-loop communication our supervisory personnel follow up with the service workers on service issues and requests, verifying that the work is complete and meets our high standards. We then make contact again to verify that the problem has been corrected to your satisfaction. We don't stop working on a cleaning problem until satisfaction has been attained.



**11. Describe all reporting capabilities and technology, especially project “cycle” reports. Provide samples.**

ABM can customize our reports to meet your requirements and fit into your corporate format. These reports can be viewed on-line or be provided in hard copy format. Our standard report categories and the segmentation of items are as follows. However, reports can be provided weekly, monthly, quarterly and annually with a roll-up of the information to illustrate Year-To-Date performance.

**Financial Analysis**

- Current Fiscal Year Conformance to Budget
- Current Fiscal Year vs. Previous Fiscal Year Comparison
- Year to Date Spreadsheet Attachments
- Customized according to Milwaukee County requirements

**Work Orders**

- Segmented Work Order Analysis
- Close Loop Service Compliance
- Process Improvement Opportunities
- Customized according to Milwaukee County requirements

**Inspections**

- Customized to Milwaukee County requirements

**Workforce Management**

- Employee Incentive Plan Status
- Turnover
- Absenteeism
- Promotions
- Terminations
- Screening
- Customized according to Milwaukee County requirements

**Training & Safety**

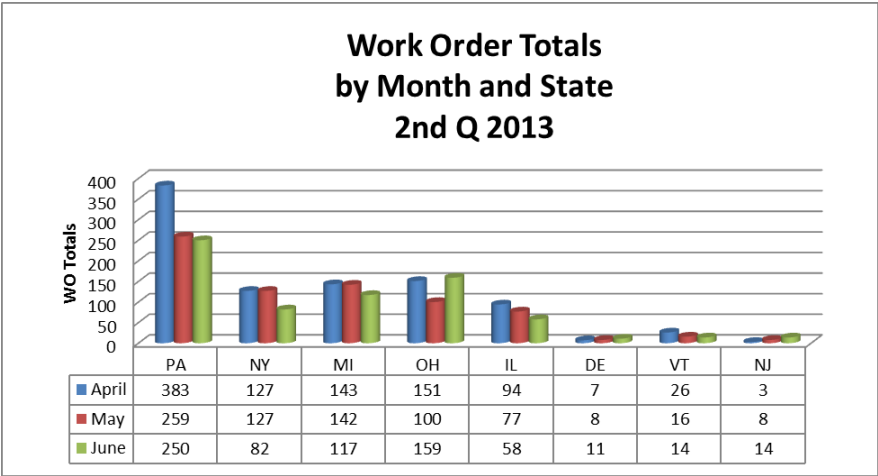
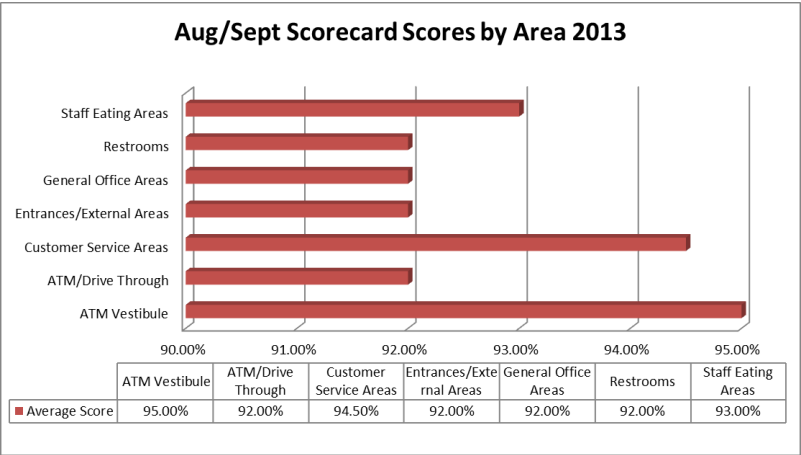
- Operational Training Subjects and Compliance
- Safety Training Subjects and Compliance
- Incident Report Summary
- Customized according to Milwaukee County requirements

**Cost Savings & Service Improvement**

- Cost Reduction Activities
- Cost Avoidance Activities
- Customized according to Milwaukee County requirements

**Equipment & Assets**

- New Equipment Purchased
- Customized according to Milwaukee County requirements



## Technical Submittal: Staffing Plan

**12. Provide a detailed staffing plan. This plan should illustrate proposed staffing levels by employee type, by area (common areas, plaza, concourse, tenant space, etc.), by shift and must be consistent with the annual hours as proposed in the Pricing Workbook. The staffing plan should include supervisors, lead workers, janitors, project workers, porters and any other position proposed.**

### **Milwaukee County Courthouse Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Day Cleaner – 8 hours per day

Night Hourly Supervisor – 8 hours per day

Night Working Leads (2) – 8 hours per day each

Night General Cleaners (9) – 6.5 hours per day each

Project Workers (2) – 8 hours per day each

### **Milwaukee County Criminal Justice Facility Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Weekend Day Cleaner (Saturday & Sunday) – 8 hours each day

Night Working Lead – 5 hours per day

Project Worker – 2 hours per day

### **Milwaukee County Safety Building Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Night Working Lead – 8 hours per day

Night General Cleaners (4) – 7 hours per day each

Project Worker – 6 hours per day

**Milwaukee County Medical Examiner's Office Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Night Working Lead – 4 hours per day

Project Worker – 1 hour per day

**Milwaukee County Children's Court Center Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Night Working Lead – 8 hours per day

Night General Cleaners (2) – 7 hours per day each

Project Worker – 5 hours per day

**Milwaukee County Children's Adolescent Treatment Center Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Night Working Lead – 8 hours per day

Night General Cleaners (2) – 7 hours per day each

Night Floor Care Worker – 5 hours per day

**Milwaukee County Parks Administration Building Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Night Working Lead – 5 hours per day

Project Worker – 1.5 hours per day

**Milwaukee County Highway Maintenance Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Night Working Lead – 3 hours per day

Night General Cleaner – 3 hours per day

Night Floor Care Worker – 0.50 hours per day

**Milwaukee County Marcia P. Coggs Center Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Day Lead Cleaner – 8 hours per day

Day Cleaner – 8 hours per day

Night Working Lead – 8 hours per day

Night General Cleaners (3) – 8 hours per day each

Project Worker – 8 hours per day

**Milwaukee County Facilities West Staffing**

Account Manager (will oversee all Milwaukee County buildings) – 8 hours per day

Night Working Lead – 4 hours per day

Night Floor Care Worker – 0.30 hours per day

- 13. Provide a start-up plan for this contract. The start-up plan should illustrate milestones and should cover a range of time beginning with one month prior to contract start-up date and ending with two months after contract start-up date (totaling 3 months). Milwaukee County shall work with the Service Provider's transition team during the time prior to the start-up date in order to help the Service Provider plan the kick-off and execution of the new contract.***

Please see start-up plan on the following pages.

## Transition Methodology

ABM understands the sensitivity of the transition period that occurs as an incumbent provider departs and a new vendor partner arrives. ABM will provide a dedicated transition team that will be onsite to service Milwaukee County. We also realize the necessity of a seamless transition that assures that there is no interruption of business activities for Milwaukee County. ABM has participated in the transition of thousands of employees at hundreds of locations throughout our history. During this timeframe, we have refined our processes and developed a proven methodology for assuring large portfolio's continuity amidst this time of change. ABM's approach to accomplishing an orderly assumption of facility management responsibilities and to avoid any issues and challenges during this critical timeframe is to develop a thorough implementation and transition plan that involves the establishment of a team of personnel experienced in transitioning staff and completing the startup of new work. This team is assembled early in the process, shortly after award notification and will meet to strategically plan the phases of the implementation process. Prior to the job start-up and throughout each phase, ABM's team members will meet with Milwaukee County management to assure that ABM has communicated its plan effectively. ABM then begins meeting with its new workforce to complete successful orientation and training and to answer any questions that they may have.

## Key Factors

The key for any successful transition is communication and information. The more information we have about the tendencies of Milwaukee County the better we address the needs up front so to avoid potential issues in the middle of a transition. The earlier we can begin to communicate with Milwaukee County facilities stakeholders to address questions, the better we will be able to transition the sites early.

- Communication would be centered on the following:
  - Addressing any concerns or issues stemming from the out-going contractors
  - Clearly communicating expectations and requirements
  - Helping to set aside time – that do not interfere with current operations for current employees to interview with the new organization
  - Notification of any ongoing, major projects that may not be completed and could possibly disrupt operations (carpet cleaning, floor waxing, etc.)
  - Sharing any site specific documentation, including equipment lists, security procedures, schedules, etc.
  - Key and lock controls/card access and set up

## Milwaukee County Transition Plan

Our transition planning process is typically executed in the following steps:



- **Step 1:** Identify transition team leader and support members for both the Milwaukee County and ABM transition teams; establish a team roster including key contact information.
- **Step 2:** Hold a formal transition kick-off meeting to introduce team members, review transition plan, begin data exchange and agree upon key milestone dates and SharePoint® nomenclature and key items. Also, provide training and indoctrination to key Milwaukee County stakeholders.
- **Step 3:** Review communication activities and agree upon communication types, methods and timing. Effective communication is essential to the success of the transition.
- **Step 4:** Keep human resources activities as the highest priority, collaborating on and confirming the hiring process, key interview dates, offer letter dates and training activities.
- **Step 5:** Review critical success activities such as gathering vendor data, equipment lists, and reviewing financial processes.
- **Step 6:** Establish regular communication schedule, including a weekly transition update calls to review high-level progress updates within each of the functional areas.
- **Step 7:** Conduct new employee orientation training to include an ABM company overview, systems training, review of new procurement and payables training and team building. Although ABM is prepared to hire a completely new staff to offset the subcontractors at the individual sites, we believe there are going to be a few cases where existing Milwaukee County Facilities personnel may have the skill set and desire to transition to ABM for career advancement opportunities.
- **Step 8:** Conduct a post-transition satisfaction survey with key Milwaukee County contacts, internal dedicated account team representatives, as well as transitioned employees as a means toward constant improvement.

Below are examples of a start-up plan, showing how ABM becomes an integrated part of your workflow. As we move forward, we will provide a more detailed and customized plan. Once the plan is finalized, we complete your transition timetable, identifying each task, who owns it and its expected completion

Phase	Action	Responsibility	Timeline	Completed	Notes	
Pre-Implementation	Establish Start-up Date	ATM Business Development / ATM Operations / Client	4 weeks			
	Review Schedule 2 and associated Playbook details	ATM Branch Management / Local Client	4 weeks			
	Select Management Team	ATM Operations / ATM Human Resources	4 weeks			
	Develop Budgets	ATM Operations	4 weeks			
	Arrange Tours	ATM Business Development / Client	4 weeks			
	Place Ads for Employment	ATM Human Resources	4 weeks			
	Halt Job Services	ATM Human Resources	4 weeks			
	Gather Manuals	ATM Human Resources	4 weeks			
	Evaluate Equipment Options/Options Options	ATM Operations / ATM Supply Division	4 weeks			
	Review Equipment List	ATM Supply Division / Client	4 weeks			
Pre-Implementation	Review Job Classifications	ATM Operations / ATM Human Resources	4 weeks			
	Reprint Client Safety Program/ Replacements	ATM Risk Management	4 weeks			
	Transition Alignment Update Call	ATM Branch Management / Local Client	4 weeks			
	Action	Responsibility	Timeline	Completed	Notes	
	Review Local Market Wage Trends	ATM Operations / ATM Human Resources	3 weeks			
	Write Job Schedules	ATM Operations	3 weeks			
	Place Initial Supply & Equipment Orders	ATM Operations / ATM Supply Division	3 weeks			
	Tour Facility	ATM Operations / Client	3 weeks			
	Provide Policies to ATM Human Resources	Client	3 weeks			
	Review Client Policies	ATM Human Resources	3 weeks			
Pre-Implementation	Review and Adjust Labor Deployment Plan	ATM Operations	3 weeks			
	Candidate Interviews	ATM Operations / ATM Human Resources	3 weeks			
	Hire and Train Managers/ Leads/ Supervisors if workload	ATM Operations / ATM Human Resources	3 weeks			
	Design New Project Manager Technical Training	ATM Operations / ATM Human Resources	3 weeks			
	Follow-up on Equipment and Supplies	ATM Supply Division / ATM Operations	3 weeks			
	Review Client Safety Program	ATM Risk Management	3 weeks			
	Transition Alignment Update Call	ATM Branch Management / Local Client	3 weeks			
	Action	Responsibility	Timeline	Completed	Notes	
	Hire Employees	ATM Operations / ATM Human Resources	2 weeks			
	Review Task Orders	ATM Operations	2 weeks			
Pre-Implementation	Review Job Schedules	ATM Operations / ATM Business Development	2 weeks			
	Complete Job Schedules	ATM Operations	2 weeks			
	Management Initial Technical Training Completed	ATM Operations / ATM Human Resources	2 weeks			
	Review Pre-Employment Requirements	ATM Human Resources	2 weeks			
	Issue Training Materials and Manuals	ATM Human Resources	2 weeks			
	Arrange Supply Delivery & Gather Office Supplies	ATM Operations	2 weeks			
	Stage Equipment and Supplies	ATM Supply Division / ATM Operations	2 weeks			
	Acquire Communication Devices if workload	ATM Operations	2 weeks			
	Transition Alignment Update Call	ATM Branch Management / Local Client	2 weeks			
	Action	Responsibility	Timeline	Completed	Notes	
Pre-Implementation	Meet and Review Overall Status	ATM Operations / Client	1 week			
	Hire Employees and Plan Training	ATM Operations / ATM Human Resources	1 week			
	Ship Equipment and Supply Order	ATM Supply Division	1 week			
	Train Employees	ATM Operations	1 week			
	Review Supplies with Managers	ATM Operations	1 week			
	Review Job Schedules with Employees	ATM Operations	1 week			
	Receive and Stage Equipment & Supplies	ATM Operations	1 week			
	Assist with Start Day Details	ATM Business Development	1 week			
	Safety Training	ATM Risk Management	1 week			
	Employee Rules	ATM Human Resources / ATM Risk Management	1 week			
Pre-Implementation	Help Complete Employee Hire and Docs	ATM Human Resources	1 week			
	Training on Inspection Module	ATM Operations / Client	1 week			
	Transition Alignment Update Call	ATM Branch Management / Local Client	1 week			
	Action	Responsibility	Timeline	Completed	Notes	
	New Service Partnership Program Begins	ATM / Client	Go Live			
	Conduct Baseline Inspection	ATM / Client	Week 1			
	Post-Implementation	Monitor Performance	ATM	Ongoing		

Task	Week 4	Week 3	Week 2	Week 1	Post Start Up
Initial Activities					
<ul style="list-style-type: none"><li>Kick-off meeting - transition team</li><li>Assign roles &amp; responsibilities.</li><li>Finalize and review contract and specifications</li><li>Review current situation with incumbent</li><li>Create stakeholder register</li></ul>					
Key Start Up Activities & Discussion Topics					
<ul style="list-style-type: none"><li>Transition plan and timeline</li><li>Client involvement in transition process</li><li>Reporting requirements</li><li>Special facility needs and considerations</li><li>Waste management and recycling procedures</li><li>Uniform requirements</li><li>Develop and document schedules</li></ul>					
Human Resources Process					
<ul style="list-style-type: none"><li>Assign management team and review current personnel</li><li>Conduct interviews, background checks &amp; drug testing (if applicable)</li><li>Setup time recording and payroll procedures</li><li>Complete training</li><li>Distribute uniforms and badges to employees</li></ul>					
Site Setup					
<ul style="list-style-type: none"><li>Site location verification</li><li>Identify and document janitor closets</li><li>Location access - record of keys and/or alarm codes</li></ul>					
Equipment and Supplies					
<ul style="list-style-type: none"><li>Determine equipment/supply needs &amp; procurement process</li><li>Order equipment, supplies and communication devices</li><li>Set up equipment, supplies, communication devices, and inventory control processes</li></ul>					
Billing and Accounting					
<ul style="list-style-type: none"><li>Review billing and accounting requirements &amp; set up procedures</li><li>Test procedures</li></ul>					
Quality Control Program					
<ul style="list-style-type: none"><li>Communicate customer requirements to Quality Control Implementation team</li><li>Problem resolution and escalation procedures</li><li>Develop Quality Control program (inspections, surveys &amp; KPIs)</li><li>Train field/customer on communication devices, work order system &amp; QMS inspection systems</li></ul>					
Work Order/Call Center Management Program					
<ul style="list-style-type: none"><li>Define overall process &amp; call center interaction</li><li>Upload periodic task schedule into QMS WO Management System</li></ul>					
Risk Management					
<ul style="list-style-type: none"><li>Order and distribute customer &amp; landlord COIs</li></ul>					
Service Partner Management (if applicable)					
<ul style="list-style-type: none"><li>Review sites and areas to self perform and where to subcontract</li><li>Review selection of subcontractors and hire as necessary</li></ul>					
Finalize Transition					
<ul style="list-style-type: none"><li>Identify outstanding tasks &amp; verify completion of all transition tasks</li></ul>					
Post Start Up					
<ul style="list-style-type: none"><li>Confirm start ups and review transition issues &amp; successes</li></ul>					

**14. Describe your detailed “6-Month Recovery Plan” to bring the facilities up to maintainable standards.**

ABM will work with each building Facility Manager to address a “hit list” of different areas that need to be addressed, including all project work. This will be completed in the first six months of obtaining the contract.

**15. Describe the process for providing substitute coverage in the event of vacation and sick leave. How do you train substitutes?**

In order to properly handle staffing shortages due to illness, vacation or leaves of absence ABM maintains an “on-call” list of part-time individuals available to work on short notice.

Each individual is given ABM pre-employment training, including the site safety orientation. Each person is screened and given a photo ID badge to be kept on-site by the Project Manager. In order to keep these individuals working on a regular basis, they are also trained on utility work and can be brought in to accomplish the periodic work.

In those instances where we do not receive adequate notice of an employee’s intended absence, the crew is shifted accordingly. Then, on subsequent nights, additional personnel can be scheduled to make up any work not completed.

ABM has established coverage strategies to help its employee’s staff each site adequately at all times. Samplings of these strategies include:

- Establish a fill-in list of names and modify the list on a monthly basis
- Maintain one or more persons over the required number of personnel
- Train the person in all positions
- Ensures one fill-in on-site at all times
- When there is a full staff, use this person for special projects or at other sites where there is absenteeism
- Survey other ABM facilities in the area and utilize their excess staff person

## Technical Submittal: Quality Assurance / Ability to Succeed

**16. Please provide any industry recognized (Ex: IFMA, BOMA, AICS, CIMS) credentials, certifications or recognitions (ISO) your organization has received. Provide and describe requirements for attainment, the date received and if applicable are they current.**

ABM has obtained several industry certifications, below are some examples:

Sarbanes Oxley Compliance

OSHA Certification Compliance

Several ABM Engineering Services' customer sites are ISO 9001 certified

Certified by PDA and IEST in:

Controlled Space Cleaning

Designing a Cleaning and Validation Program Into to GMP

Green Certifications:

Our chemicals are Green Seal certified

Our ABM GreenCare<sup>®</sup> carpet maintenance equipment is certified by the Carpet and Rug Institute

Certified Seal of Approval Service Provider by the Carpet and Rug Institute

ABM has assisted several customer locations in achieving their sustainability goals. ABM's current LEED statistics are:

- Over 220 million square feet at more than 427 customer sites are LEED Certified
- Over 62.8 million square feet at more than 137 customer sites are LEED Registered
- Over 141.3 million square feet at more than 413 customer sites are in the Initial Phase
- Totaling over 423.1 million square feet at more than 948 customer sites of ABM GreenCare<sup>®</sup> Implementation

**17. What percentage of your business is devoted to on-site janitorial service management in a worksite setting? How many full-time equivalent janitorial workers do you employ within a 2 hour radius of Milwaukee? How many square feet do you clean within a 2 hour radius of Milwaukee?**

Less than 5% of our business is devoted to on-site janitorial service management in a worksite setting. ABM employs approximately 650 associates within a 2 hour radius of Milwaukee, and cleans about 26 million sq. ft. within that radius.

***18. Provide a brief overview of how the Service Provider plans to manage quality control and holds its personnel accountable at this account.***

Please review the Quality Assurance Program on the following pages.

# Quality Assurance Program

We've established a quality culture that focuses on client satisfaction, involves employees, measures performance, and is continuously improving. To support your quality goals and requirements, we use a unifying quality management system that places a variety of processes into a single framework. This framework acts as a starting point from which Milwaukee County and ABM will customize a quality program for your buildings. The program will improve efficiencies and allow for greater transparency into your account activity.

Your account will be managed with innovative technology tools that improve communication, increase worker productivity and integrate processes to measure results. Your ABM Project Manager and service workers will be utilizing laptops, tablets or other wireless devices for data entry and communication. The staff servicing your buildings will be more dependable because of the efficiency and transparency of our systems.

## Benefits You'll Receive:

- Automated communication, resulting in reduced response time
- Complete, up-to-date work order status
- Round-the-clock access, communication and tracking
- Periodic scheduling and tracking
- Customized inspection and work order reports providing data for process improvement
- Improved client satisfaction
- Less time spent managing issues



## Quality Management System

ABM's quality management tool is a web-based control system that supports your quality goals and requirements. The system allows both Milwaukee County and ABM to view inspection results, work order statuses, periodic maintenance schedules, and reports through a central online portal. ABM focuses on:

- Analyzing inspection results
- Automating work order management
- Establishing and tracking accountability
- Continually improving processes

### Tracking Accountability

In order to provide you with transparent accountability, all work requests will clearly define who is responsible for the work and the time involved for completion. The requests will be time stamped, and automatic escalations are triggered by that time, notifying management. You will have the opportunity to measure, quantify and analyze service delivery, alongside ABM management. This process makes it easy to identify and disseminate best practices.

As work is accomplished and work orders are closed, the reporting system is updated. Supervisory personnel will follow up with service workers on issues and requests to make certain all work is completed to our high standards. Any problems that emerge from this follow-up are immediately corrected and the communication loop is then closed—but only when our clients are absolutely satisfied.

Your facilities will be inspected on a regular schedule, and the data is entered into the system via a wireless device, allowing for real-time access to inspection results. During inspection, tasks are rated on a scale from one to five, producing a percentage of the maximum possible. The total for all tasks during that inspection becomes the quality score for the site(s). Customized quality control inspection reports, showing results and trends will be accessible online or via an Excel spreadsheet. This information allows our managers to determine what actions are necessary to maintain compliance, continuous improvement, and ultimately, your satisfaction.

### Process Improvement

We optimize our processes to achieve more efficient results for you through planning, standardization, employee engagement and other means. We continuously look to identify areas of opportunity and target any problem areas, formulate a detailed strategy, and promptly execute the solution. When we engage in a proactive process improvement strategy, we are able to build upon our foundation of best practices, procedures and processes so you receive the best service. Our quality management system helps us identify where to focus our efforts.

**19. Describe your company's benefit package and any incentive programs currently in place for each type of position.**

ABM provides all or some of the following benefits to its employees:

- Health and Dental Insurance – *including a health plan that meets the employer mandates of the Affordable Care Act.*
- Marketplace Mall for employee discounts
- Employee Stock Purchase Plan
- Life Insurance
- Paid Vacation
- Accidental Death and Dismemberment
- Paid Holidays
- Long and Short term Disability
- Personal Days
- 401(k)
- Vision
- Bereavement Leave
- Employee Assistance Plan
- Health Care Flexible Spending Account

**20. Submit detailed information on the type of janitorial training provided for employees and supervisors. Identify the format of training classes, length of training periods and demonstration locations, if applicable.**

Please review ABM's training information on the following pages.

# Training Program

We provide you with employees that have the training they need to successfully perform janitorial in your facility, improve efficiency, and develop new skills. Every ABM employee meets the following criteria:

Technically proficient with chemicals, equipment and methods

Familiar with the rules and regulations of your site(s)

Thoroughly trained in job safety

Committed to providing outstanding client service

## New Hire Orientation and Training

During the start-up phase, ABM Project Managers and Supervisors conduct employee training sessions at one of your locations in a classroom setting. These sessions include site-specific rules and regulations, ABM policies and procedures and basic job training.

Training for service workers concentrates on specific work tasks. Our Supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The Supervisors also provide guidance to the service workers as they work.

Once initial training is complete, Supervisors perform recurring reviews to make sure that they are maintaining Milwaukee County and ABM's standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

## Recurrent Training Sessions

Our managers conduct recurrent training sessions for current and replacement employees at your site(s). These sessions are more technical in nature and concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Employees are trained in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure all employees are receiving the proper level of training.



# Managing Risk through Safety Programs

## Commitment and Belief

To maintain our high levels of productivity and work quality and decrease the chance of incidents, we teach safety awareness to each employee. We take these preventative measures to enhance the safety of your tenants and we ensure that training, inspections and reporting are in compliance with government agencies and company policy—yours and ours.

In the event that an accident happens, we have developed procedures that enable us to report it immediately, file claims documentation properly, and provide employees with the resources to be able to return to work in a reasonable timeframe.

## Safety and Risk Management Programs

The programs we have embedded into the ABM culture provide opportunities to significantly reduce the amount of injuries that occur among our workforce. However, some accidents still occur and the utilization of risk management programs becomes essential to get employees back to good health and back to work as quickly as possible. Our Safety and Risk Management teams have made powerful developments in our company's ability to monitor and administer hazards, claims and other risk-related issues.

### Current Programs

**ThinkSafe:** A recently rolled out program that is intended to reflect the idea that almost all workplace accidents are preventable if you make safety an integral part of your day. At ABM, we are striving to create a world-class culture in all we do - safety is a large part of that objective.

**Telematics:** All ABM fleet vehicles are equipped with telematics systems that monitor the employee's driving habits, including speed of travel, seatbelt use, idle time, and location of vehicle at every stop. Data is collected automatically, and audible alerts are sounded whenever a driver exhibits unsafe behavior. Driving habits, patterns, and violations of the policy are reviewed monthly and remain on the driver's record for 12 months.

**Nurseline:** A "first call" nurse triage program to assess on the job injuries for appropriate treatment.

**Concentra National Clinic Program:** A specialized national network of clinics focused on the assessment and treatment of work-related injuries (for all areas outside of California).

**Stay-at-Work Program:** A specific focus on returning injured employees to work once the provider has released the employee with appropriate "light-duty" assignment.

**Telephonic Nurse Case Management (TCM):** Utilization of qualified nurses to assist with the medical management component of the claim, with the goal of prompt return to work.

**Prompt Notification of Injury:** The reduction in lag time between the injury and report can minimize exacerbation of injuries; allow additional time to properly and expeditiously investigate the claim and implement proper corrective and preventive actions to avoid recurrence; decrease legal and claim related expenses; and ensure compliance with state and federal laws.

**Loss Accountability Program (LAP):** An opportunity-based insurance premium collection mechanism designed to measure safety and claim performance. The foundation of the LAP collection system rewards branches and regions that have successfully reduced the frequency and severity of claims year-over-year and, conversely, penalizes those areas that have performed poorly in the safety and claim arena. Data analytics and dashboard reporting will be ABM leadership's primary tools to effectively measure each location's success.

## Resources

As an ABM client you'll have resources to depend on, including specialists in safety, training, prevention, workers' compensation, Sarbanes-Oxley (SOX), liability, claims and insurance management. To manage the safety of your sites and stay ahead of the latest safety procedures, ABM's Safety Committee meets monthly to:

- Report on training, inspections and incidents
- Revisit safety objectives and loss prevention goals
- Provide recommendations for the prevention of future incidents
- Review monthly Branch Safety Reports

Below are a few of the primary tools we use to teach safety awareness and manage performance:

**ABM Safety and Health Manual:** This manual describes the essential policies related to organizational responsibilities, safety program organization, safe work practices and recordkeeping requirements. It helps us apply procedures consistently at every site.

**Safety Communications:** ABM supervisors have online access to the ABM library, which includes over 130 training topics. Also available in English and Spanish.

**OSHA Injury and Illness Recordkeeping:** ABM maintains and monitors the OSHA 300 Log recordkeeping process to comply with Federal requirements, and also to track safety performance at the local level, providing real-time incident rate data.

**Motor Vehicle Record (MVR) Check and Driver's Alert Programs:** We check employees' personal driving records if they are to drive a company vehicle. Periodic re-checks are made to determine their continued eligibility. In addition, all ABM vehicles have a decal asking the public to report unsafe driving via a toll-free number and are equipped with telematics technology.

**Loss Control:** ABM monitors our Experience Modification Rates (EMR) to better understand and lower our workers' compensation costs. Since an EMR compares our claims experience to other employers of similar size in our industry, it is a measure of how ABM's loss prevention and control practices stack up to the competition. Our intrastate EMR has been consistently below 1.0, better than the industry average.

**Medical Coverage:** ABM has partnered with a medical telephonic triage service to give our employees 24/7 access to medical professionals in case of an injury. This program not only advises our employees of the proper care for injuries and when to seek emergency services, but also provides timely reporting of all on-the-job incidents.

### **Monthly Safety Training Topics**

All ABM employees receive safety orientation upon hire and monthly thereafter. A schedule will be sent out quarterly along with the training material. The material is available in video, CD, on-line and hard copy formats. The attendance roster must be available for inspection at the branch office. A copy of each month's attendance rosters is submitted to the Regional Safety Director by the middle of the following month. Copies must be kept on location as well for the duration of the contract.



## Just Ask Our Clients

Hear first-hand how we build value for our clients. Below is a reference list of clients similar to you for whom we currently provide services.

### Reference 1

Company Name	Sauk County
Location(s)	Baraboo, WI
Contact Name	Ian Crammond
Title	Facility Manager
Phone Number	608-963-7546
E-Mail	<a href="mailto:icrammond@co.sauk.wi.us">icrammond@co.sauk.wi.us</a>
Services Provided	Janitorial Services
Service Since	1996 – current

### Reference 2

Company Name	Green County Courthouse & Justice Center
Location(s)	Monroe, WI
Contact Name	Gene Grinell
Title	Facility Manager
Phone Number	608-558-2674
E-Mail	N/A
Services Provided	Janitorial Services
Service Since	1997 – current

### Reference 3

Company Name	411 Building
Location(s)	Milwaukee, WI
Contact Name	Susan Johnson
Title	Senior Property Manager
Phone Number	414-269-1290
E-Mail	<a href="mailto:sjohnson@rrpchicago.com">sjohnson@rrpchicago.com</a>
Services Provided	Janitorial Services
Service Since	1998 – current

**Reference 4**

Company Name	Chase Tower
Location(s)	Milwaukee, WI
Contact Name	Thomas Ceparski
Title	Senior Property Manager
Phone Number	414-755-8403
E-Mail	<a href="mailto:thomas.ceparski@cushwake.com">thomas.ceparski@cushwake.com</a>
Services Provided	Janitorial Services
Service Since	2002 – current

**Reference 5**

Company Name	County of Tulare
Location(s)	Lindsay, CA
Contact Name	Diane Hull
Title	Contract Administrator
Phone Number	559-636-5311
E-Mail	<a href="mailto:dhull@co.tulare.ca.us">dhull@co.tulare.ca.us</a>
Services Provided	Janitorial Services
Service Since	2005 – current

**Reference 6**

Company Name	Superior Court of California
Location(s)	Various Locations – Hayward, Fremont, & Oakland
Contact Name	Linda Salcido
Title	Contract Administrator
Phone Number	510-891-6216
E-Mail	<a href="mailto:lsalcido@alameda.court.ca.gov">lsalcido@alameda.court.ca.gov</a>
Services Provided	Janitorial Services
Service Since	2009 – current

**Reference 7**

Company Name	Landmark Healthcare
Location(s)	Milwaukee, WI
Contact Name	Holly Beard
Phone Number	414-277-0500
Services Provided	Janitorial Services
Service Since	Lost – due to pricing

**Reference 8**

Company Name	Caterpillar Forest Products, Inc.
Location(s)	Prentice, WI
Contact Name	Kent Eiberger
Phone Number	715-428-1420
Services Provided	Janitorial Services
Service Since	Lost – due to new Management Company taking over

## Technical Submittal: Clarifications & Confirmations

- 22. Review the RFP along with the two documents attached as Exhibit(s) G (Terms and Conditions; Insurance and Indemnity Forms). State any exceptions/deviations from the RFP or the Exhibit(s) G documents. This section must be all-inclusive and must contain a definition statement of each and every objection or deviation with adherence to specific sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the vendor in submitting a proposal will accept this stipulation without recourse.**

Please see the attached Milwaukee County Exhibit G Contract Terms & Conditions dated 11-17-16.

- 23. Confirm your understanding and compliance with the Performance Criteria and Key Performance Indicators (KPI's) described in Sections 4.2 and 4.4 of this RFP.**

ABM proposes any quality inspections rated at a 90% or above that a 4% increase will be added which will then be paid out to the employees as an incentive based on the quality inspections, safety, & attendance.

- 24. Please confirm that your proposed hourly labor rates are in compliance with the new minimum wage laws and the County minimum wage (MCGO 111). If contractually obligated confirm that your pricing takes into account any anticipated wage rate or benefit escalations.**

ABM's hourly labor rates are in compliance with the new minimum wage laws and County minimum wage (MCGO 1111). The pricing also takes into account any anticipated wage rate or benefit escalations.

## **Exhibit G-1**

### **MILWAUKEE COUNTY**

#### **TERMS AND CONDITIONS OF PURCHASE**

##### **CONDITIONS OF PURCHASE**

All purchases made by Milwaukee County ("County") shall be in accordance with these terms and conditions ("Terms") and any attachments hereto. No other conditions or modifications of these Terms will be effective unless specifically agreed to in writing by a County Buyer or Contract Administrator. Any contract, purchase order, price agreement, invitation to bid, request for proposal, or other invitation or other document furnished to and intending to bind ("Contract") the vendor ("Vendor") pursuant to these Terms shall result in a binding agreement between the parties without further action by the Vendor or the County. Where agreements, requests for quotation, special provisions, requirements, specifications, plans or general conditions are attached hereto (collectively, "Attachments"), they shall be considered a part of the Contract as fully as if contained herein. Such Attachments shall govern should they conflict with the Terms.

##### **DELIVERY; TIME IS OF THE ESSENCE**

Unless otherwise set forth herein, all items shall be suitably packed and marked. If applicable, contract number must be on all shipping documents and containers. Time of delivery must be stated in definite terms and observed. If any anticipated delays arise, Vendor shall immediately notify County. The County Buyer or Contract Administrator may agree to extend the time for completion of delivery. Such extension shall not be deemed a waiver of the right of the County to terminate the Contract for any additional delay not covered by the Terms of such extension. If Vendor fails to meet the time of delivery specified or to promptly replace rejected material, the Vendor shall be liable for the difference between the "open market" and the Contract price. Untimely delivery may further be cause for termination for default. Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent COD or freight collect.

##### **QUANTITIES**

Items shipped in excess of the designated quantity will not be accepted and will be returned at Vendor's risk and expense.

##### **INVOICES**

Invoices shall be mailed to Milwaukee County Accounts Payable, Room 301, Milwaukee County Courthouse, Milwaukee, Wisconsin, 53233, within 24 hours of shipment. Invoices shall state whether delivery is for a full or partial order and shall show units and unit prices. Invoices will not be paid unless and until all the requirements have been fully met.

##### **PRICE AND PAYMENT TERMS**

The prices herein do not include sales or use tax, as the County is exempt from all state, local and federal excise tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, prepared in accordance with the Terms, whichever date is later. Unless the order results from a fixed-price solicitation, the County reserves the right to negotiate price with the

Vendor. Payment terms are net 30 calendar days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges.

#### **QUALITY OF MATERIAL**

All materials or items furnished and delivered shall be new and unused unless otherwise specified and of the quality specified. No obsolete, discontinued or defective materials or items may be used or furnished without the prior written approval of County.

#### **WARRANTIES**

If any of the items furnished by the Vendor fail to conform to the specifications herein or the sample submitted by the Vendor, the County may reject the same, and the Vendor shall reclaim and remove such items at its expense and replace such items with others conforming to such specifications or samples. If the Vendor fails, neglects or refuses to do so, the County shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of like items and may deduct from any moneys due or that may thereafter become due to Vendor the difference between the Contract price and the actual cost thereof to County. Vendor further represents and warrants that the items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

#### **CANCELLATION**

Unless otherwise specified herein, County may cancel all or part of any purchase without penalty and for any reason by giving written notice to Vendor at least 5 calendar days prior to scheduled delivery.

#### **TERMINATION FOR CONVENIENCE**

County may terminate its relationship with ~~Vendor~~ or any purchase hereunder at any time for any reason by giving the ~~Vendor~~ 30 calendar days' written notice of such termination. This provision also applies should the Milwaukee County Board of Supervisors fail to appropriate funds required for the completion of a multi-year contract.

#### **TERMINATION FOR DEFAULT**

In the event Vendor fails to perform hereunder and does not cure such failure within 5 calendar days of the date County first notified Vendor in writing, County may, at its sole discretion, terminate any order hereunder. Such termination shall be at no cost to County, and County may, at its sole discretion, procure the items or services from other sources. Vendor shall be liable to County for any and all excess costs, determined by County, for any such items or services.

#### **GOVERNING LAW AND VENUE**

Any purchase made pursuant to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of Wisconsin for all purposes regarding any such purchase, and further agrees and consents that venue of any action hereunder shall be exclusively in Milwaukee County, Wisconsin.

#### **INDEMNIFICATION**

Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from ~~or connected with~~ Vendor's operations,


Either party

the other party

the other party

reasonable

to the extent same are caused by  
the negligence, willful misconduct,  
or other fault of Vendor



goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any intellectual property or any actual or alleged trade secret disclosure.

#### **COMPLIANCE WITH LAWS**

Vendor shall fully comply with all applicable provisions of federal, state, and local laws, rules and regulations, and Vendor agrees to hold County, its agents, officers and employees harmless from any and all liability and costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

#### **MINIMUM WAGE COMPLIANCE**

In accordance with Chapter 111, it is County policy that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the County shall pay employees performing part of full-time work for the County a minimum wage rate. This rate is currently established at \$11.68/hour. It is the Vendor's responsibility to familiarize themselves with the requirements of MCO Chapter 111 and maintain compliance.

#### **NONEXCLUSIVITY**

Nothing herein is intended to create nor shall it be construed as creating any exclusive arrangement with the Vendor.

#### **MOST FAVORED CUSTOMER**

Vendor represents and warrants that the prices Vendor charges County do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

#### **AUDIT**

Vendor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department Contract administrators ("Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Vendor related to the performance of the Contract for a period of up to 3 years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the subcontractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractor or other parties understand and will comply with the terms and responsibilities. Any bidder, proposer, subcontractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. Vendor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractor or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Vendor. All subcontractor or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

#### **NONDISCRIMINATION**

In the performance of any order hereunder, Vendor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be 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 apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate any order hereunder without liability for the uncompleted portion or for any materials or services purchased or paid for by the Vendor for use in completing any order hereunder.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

Vendor shall comply with all provisions pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable. Vendor shall adhere to the approved DBE participation plan contained in its Contract. Approval must be obtained from the County prior to making any changes to the approved DBE participation plan.

#### **CODE OF ETHICS**

Vendor during the period of any Contract with the County shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Vendor, has a conflict of interest. Vendor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

#### **INSURANCE**

At a minimum, Vendor shall provide County with evidence of Commercial General Liability Insurance, \$1,000,000 Per Occurrence (including bodily injury and property damage) and \$1,000,000 General Aggregate (including Personal Injury, Fire Legal, Contractual and Products/Completed Operations) and Wisconsin Workers Compensation Insurance as required by statute or Proof of All States' Coverage. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Milwaukee County, as its interests may appear, shall be named as an additional insured for Commercial General Liability Insurance and be afforded a thirty (30) calendar day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of the Contract.

#### **EMPLOYEE'S RIGHT TO KNOW LAW**

If there are any toxic substances, materials or infectious agents contained in a shipment, the Vendor shall supply two copies of material safety data sheets ("MSDS") in accordance with Wisconsin Statutes, Chapter 364. One MSDS shall be furnished with the material shipment, and one copy shall be sent to the County Procurement Division, Milwaukee County Department of Administrative Services, 633 West Wisconsin Ave., Suite 901, Milwaukee, WI 53202-1918. No material shall be accepted for delivery without the required MSDS.

#### **ASSIGNMENT**

Vendor shall not assign its rights or delegate its duties pursuant to any purchase by County or these Terms without County's prior written authorization and any assignment or delegation

without such authorization shall be null and void and shall constitute a material breach of these Terms upon which County may terminate any order hereunder.

**INVALIDITY, REMEDIES NOT EXCLUSIVE**

The invalidity in whole or in part of any term or condition of these Terms shall not affect the validity of the remainder of these Terms and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

Rev. 7/15

**Exhibit G-2**

# **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 Contactor, or its (their) agent(s) which may arise out of ~~or are connected with the activities~~ covered by this agreement.

reasonable


**Insurance:**

the work performed by  
Vendor



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 All autos	\$1,000,000 Per Accident

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.

---

Vendor's Name

---

Title

---

Signature

---

Date

**Exhibit H-1**

**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: ABM Onsite Services-Midwest Inc.

Vendor Address: 411 E. Wisconsin Avenue, Suite 505

Milwaukee, WI 53202

Phone Number: 414-289-7749 FAX: 866-405-9948

E-mail: mark.lardinois@abm.com

Vendor Response Prepared By: Mark Lardinois, Account Executive

Signature: 

Exhibit H-2

# 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 Mark Lardinois

AUTHORIZED SIGNATURE 

TITLE Account Executive

DATE December 14, 2016

Exhibit H-3

SWORN STATEMENT OF PROPOSER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at Howard, Wisconsin

City, State

On oath, depose and say I am the Account Executive

Official Title

Of the Proposer, ABM Onsite Services-Midwest, Inc.

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.

Mark Lindquist  
Signature

411 E. Wisconsin Avenue, Suite 505, Milwaukee, WI 53202

Legal Address

Subscribed and sworn to before me, Charon A. Younger

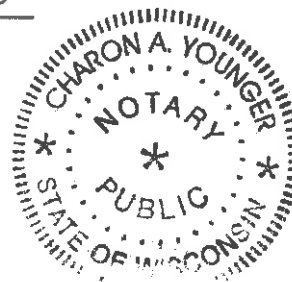
This 12 day of Dec, 2016

Notary Public, BROWN County

State of Wisconsin

My commission expires 9-06-2019

Charon A. Younger



**Exhibit H-4**

**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

ABM Onsite Services-Midwest, Inc.

Vendor's Name

Account Executive

Title



Signature

December 14, 2016

Date

**Exhibit H-5**

**COVER SHEET FOR PRICING  
PROPOSAL**

**(Sign and Submit with Price 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 response to the RFP for Professional Services

ABM Onsite Services-Midwest, Inc.

Vendor's Name

Account Executive

Title



Signature

December 14, 2016

Date

## **EEOC COMPLIANCE**

### **2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS**

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

#### **Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)**

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be 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 apprenticeships.

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

A violation of these provisions 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.

#### **Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### **Affirmative Action Program (41 CFR 60-1.40)**

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'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 preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

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, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before 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 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

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 the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 432. CONTRACTOR certifies that

it has the following total number of employees in its workforce:  
110,000

Executed this 14 day of December, 2016

Firm Name: ABM Onsite Services-Midwest Inc.

Address: 411 E. Wisconsin Ave, Suite 505, Milwaukee, WI 53202

Representative:  Account Executive  
(Signature/Title)

**Exhibit H-7**

**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: 12/14/2016

Printed Name: Mark Lardinois Title: Account Executive

Company: ABM Onsite Services-Midwest, Inc.

**Exhibit H-8**

# 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 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:

Section	Page #	Topic
---------	--------	-------

The contents of this proposal, including its concepts and strategies, are the exclusive property of ABM Onsite Services. This proposal is provided for Milwaukee Counties review, and may not be reviewed by anyone other than a Milwaukee County representative as part of the proposal process. The use of this proposal in whole or part is expressly prohibited. This serves as notification of confidentiality for the entire proposal with the exception of pricing. 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 ABM Onsite Services-Midwest, Inc.

Authorized Representative 

Signature

Authorized Representative Mark Lardinois

Type or Print

Date 12/14/2016

# PROPOSAL SUBMISSION(S) FORM

(Sign and Submit with Technical Proposal)

Check those Milwaukee County Facilities for which you are submitting a proposal.

Facility	Address	CHECK BELOW
Courthouse	901 N. 9th St Milwaukee, WI 53233	X
Criminal Justice Facility	949 N. 9th Street Milwaukee, WI 53233	X
Safety Building	821 W. State St Milwaukee, WI 53233	X
Medical Examiner's Office	933 W. Highland Ave Milwaukee, WI 53233	X
Marcia P. Coggs Human Service Center	1220 W Vliet St Milwaukee WI 53205	X
Children's Court Center	10201 Watertown Plank Rd Wauwatosa, WI	X
Children's Adolescent Treatment Center	9501 W. Watertown Plank Rd Wauwatosa, WI	X
Parks Administration Building	9480 W. Watertown Plank Rd Wauwatosa, WI	X
Highway/Fleet Facility	10320 W. Watertown Plank Rd Wauwatosa, WI	X
Facilities Management West	10930 West Lapham West Allis, WI 53214	X

Signature:  Date: 12/14/2016

Company/Proposer Name: ABM Onsite Services-Midwest Inc.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: 98160028

PROJECT TITLE: Janitorial Services, Milwaukee County Buildings

TOTAL CONTRACT AMOUNT \$ 1,874,713.40

DBE Goal: 20%

Name & Address of DBE <sup>(*)</sup>	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Nisha Group, LLC. 3328 W. Villard Avenue Milwaukee, WI 53209	Janitorial Services	\$374,942.68	20%

(\* Separate commitment form must be completed for each DBE firm)

### Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm ABM Onsite Services-Midwest, Inc. (Phone No. 414-289-7749), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

  
Signature of Authorized Representative

Mark Lardinois, Account Executive  
Name & Title of Authorized Representative

December 14, 2016  
Date

Subscribed and sworn to before me this 12 day of December, 2016

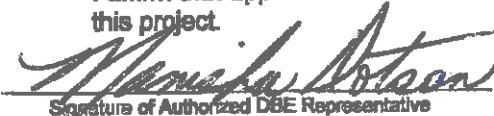
  
Signature of Notary Public

State of WI. My Commission expires 9-06-2019

\* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

### DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by ABM Onsite Services-Midwest Inc.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

  
Signature of Authorized DBE Representative

Manisha Dotson, CEO  
Name & Title of Authorized DBE Representative

December 14, 2016  
Date

### FOR CDBP USE ONLY

Commitment number \_\_\_\_ of \_\_\_\_ Project Total: (A) \_\_\_\_\_ (V) \$ \_\_\_\_\_ Total % \_\_\_\_\_

Verified with: \_\_\_\_\_

Authorized Signature

Date

**Project No:** 98160028

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

**PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE**

[illegible]

(\*) Check if this firm's quote has been used in your bid/proposal.

A: Less than \$250,000  
D: \$1 million to \$5 million

C: \$500,000 to 1 million  
F: More than \$15 million

**Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.**

## **Exhibit G-1**

### **MILWAUKEE COUNTY**

#### **TERMS AND CONDITIONS OF PURCHASE**

##### **CONDITIONS OF PURCHASE**

All purchases made by Milwaukee County ("County") shall be in accordance with these terms and conditions ("Terms") and any attachments hereto. No other conditions or modifications of these Terms will be effective unless specifically agreed to in writing by a County Buyer or Contract Administrator. Any contract, purchase order, price agreement, invitation to bid, request for proposal, or other invitation or other document furnished to and intending to bind ("Contract") the vendor ("Vendor") pursuant to these Terms shall result in a binding agreement between the parties without further action by the Vendor or the County. Where agreements, requests for quotation, special provisions, requirements, specifications, plans or general conditions are attached hereto (collectively, "Attachments"), they shall be considered a part of the Contract as fully as if contained herein. Such Attachments shall govern should they conflict with the Terms.

##### **DELIVERY; TIME IS OF THE ESSENCE**

Unless otherwise set forth herein, all items shall be suitably packed and marked. If applicable, contract number must be on all shipping documents and containers. Time of delivery must be stated in definite terms and observed. If any anticipated delays arise, Vendor shall immediately notify County. The County Buyer or Contract Administrator may agree to extend the time for completion of delivery. Such extension shall not be deemed a waiver of the right of the County to terminate the Contract for any additional delay not covered by the Terms of such extension. If Vendor fails to meet the time of delivery specified or to promptly replace rejected material, the Vendor shall be liable for the difference between the "open market" and the Contract price. Untimely delivery may further be cause for termination for default. Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent COD or freight collect.

##### **QUANTITIES**

Items shipped in excess of the designated quantity will not be accepted and will be returned at Vendor's risk and expense.

##### **INVOICES**

Invoices shall be mailed to Milwaukee County Accounts Payable, Room 301, Milwaukee County Courthouse, Milwaukee, Wisconsin, 53233, within 24 hours of shipment. Invoices shall state whether delivery is for a full or partial order and shall show units and unit prices. Invoices will not be paid unless and until all the requirements have been fully met.

##### **PRICE AND PAYMENT TERMS**

The prices herein do not include sales or use tax, as the County is exempt from all state, local and federal excise tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, prepared in accordance with the Terms, whichever date is later. Unless the order results from a fixed-price solicitation, the County reserves the right to negotiate price with the

Vendor. Payment terms are net 30 calendar days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges.

#### **QUALITY OF MATERIAL**

All materials or items furnished and delivered shall be new and unused unless otherwise specified and of the quality specified. No obsolete, discontinued or defective materials or items may be used or furnished without the prior written approval of County.

#### **WARRANTIES**

If any of the items furnished by the Vendor fail to conform to the specifications herein or the sample submitted by the Vendor, the County may reject the same, and the Vendor shall reclaim and remove such items at its expense and replace such items with others conforming to such specifications or samples. If the Vendor fails, neglects or refuses to do so, the County shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of like items and may deduct from any moneys due or that may thereafter become due to Vendor the difference between the Contract price and the actual cost thereof to County. Vendor further represents and warrants that the items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

#### **CANCELLATION**

Unless otherwise specified herein, County may cancel all or part of any purchase without penalty and for any reason by giving written notice to Vendor at least 5 calendar days prior to scheduled delivery.

#### **TERMINATION FOR CONVENIENCE**

County may terminate its relationship with ~~Vendor~~ or any purchase hereunder at any time for any reason by giving the ~~Vendor~~ 30 calendar days' written notice of such termination. This provision also applies should the Milwaukee County Board of Supervisors fail to appropriate funds required for the completion of a multi-year contract.

#### **TERMINATION FOR DEFAULT**

In the event Vendor fails to perform hereunder and does not cure such failure within 5 calendar days of the date County first notified Vendor in writing, County may, at its sole discretion, terminate any order hereunder. Such termination shall be at no cost to County, and County may, at its sole discretion, procure the items or services from other sources. Vendor shall be liable to County for any and all excess costs, determined by County, for any such items or services.

#### **GOVERNING LAW AND VENUE**

Any purchase made pursuant to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of Wisconsin for all purposes regarding any such purchase, and further agrees and consents that venue of any action hereunder shall be exclusively in Milwaukee County, Wisconsin.

#### **INDEMNIFICATION**

Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from ~~or connected with~~ Vendor's operations,


Either party

the other party

the other party

reasonable

to the extent same are caused by  
the negligence, willful misconduct,  
or other fault of Vendor



goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any intellectual property or any actual or alleged trade secret disclosure.

#### **COMPLIANCE WITH LAWS**

Vendor shall fully comply with all applicable provisions of federal, state, and local laws, rules and regulations, and Vendor agrees to hold County, its agents, officers and employees harmless from any and all liability and costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

#### **MINIMUM WAGE COMPLIANCE**

In accordance with Chapter 111, it is County policy that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the County shall pay employees performing part of full-time work for the County a minimum wage rate. This rate is currently established at \$11.68/hour. It is the Vendor's responsibility to familiarize themselves with the requirements of MCO Chapter 111 and maintain compliance.

#### **NONEXCLUSIVITY**

Nothing herein is intended to create nor shall it be construed as creating any exclusive arrangement with the Vendor.

#### **MOST FAVORED CUSTOMER**

Vendor represents and warrants that the prices Vendor charges County do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

#### **AUDIT**

Vendor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department Contract administrators ("Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Vendor related to the performance of the Contract for a period of up to 3 years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the subcontractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractor or other parties understand and will comply with the terms and responsibilities. Any bidder, proposer, subcontractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Code of Ordinances. Vendor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractor or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Vendor. All subcontractor or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

#### **NONDISCRIMINATION**

In the performance of any order hereunder, Vendor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be 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 apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate any order hereunder without liability for the uncompleted portion or for any materials or services purchased or paid for by the Vendor for use in completing any order hereunder.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

Vendor shall comply with all provisions pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable. Vendor shall adhere to the approved DBE participation plan contained in its Contract. Approval must be obtained from the County prior to making any changes to the approved DBE participation plan.

#### **CODE OF ETHICS**

Vendor during the period of any Contract with the County shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Vendor, has a conflict of interest. Vendor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

#### **INSURANCE**

At a minimum, Vendor shall provide County with evidence of Commercial General Liability Insurance, \$1,000,000 Per Occurrence (including bodily injury and property damage) and \$1,000,000 General Aggregate (including Personal Injury, Fire Legal, Contractual and Products/Completed Operations) and Wisconsin Workers Compensation Insurance as required by statute or Proof of All States' Coverage. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Milwaukee County, as its interests may appear, shall be named as an additional insured for Commercial General Liability Insurance and be afforded a thirty (30) calendar day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of the Contract.

#### **EMPLOYEE'S RIGHT TO KNOW LAW**

If there are any toxic substances, materials or infectious agents contained in a shipment, the Vendor shall supply two copies of material safety data sheets ("MSDS") in accordance with Wisconsin Statutes, Chapter 364. One MSDS shall be furnished with the material shipment, and one copy shall be sent to the County Procurement Division, Milwaukee County Department of Administrative Services, 633 West Wisconsin Ave., Suite 901, Milwaukee, WI 53202-1918. No material shall be accepted for delivery without the required MSDS.

#### **ASSIGNMENT**

Vendor shall not assign its rights or delegate its duties pursuant to any purchase by County or these Terms without County's prior written authorization and any assignment or delegation

without such authorization shall be null and void and shall constitute a material breach of these Terms upon which County may terminate any order hereunder.

**INVALIDITY, REMEDIES NOT EXCLUSIVE**

The invalidity in whole or in part of any term or condition of these Terms shall not affect the validity of the remainder of these Terms and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

Rev. 7/15

## Exhibit G-2

# 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 Contactor, or its (their) agent(s) which may arise out of ~~or are connected with the activities~~ covered by this agreement.

reasonable

### 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.

the work performed by  
Vendor

### 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 All autos	\$1,000,000 Per Accident

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.

---

Vendor's Name

---

Title

---

Signature

---

Date

**Exhibit G-2**

# **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 Contractual Liability	\$2,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage All autos	\$1,000,000 Per Accident

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.

ABM Onsite Services-Midwest Inc.

Vendor's Name

Account Executive

Title



Signature

December 14, 2016

Date

**Declaration of Commitment to Compliance with  
Milwaukee County's Minimum Wage Provision**Bid/RFP #: 98160028

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances as amended by Ordinance No. 16-23 (Legislative File No. 16-609), 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, plus the minimum wage rates to be paid over the next five years, are as follows:

<u>Effective Date</u>	<u>Required Base Rate</u> <u>(\$ per hour)</u>
February 29, 2016	\$11.68
January 1, 2017	\$12.35
January 1, 2018	\$13.01
January 1, 2019	\$13.67
January 1, 2020	\$14.34
January 1, 2021	\$15.00

Effective January 31, 2022, and every January 31 thereafter, an amount determined by the Department of Administrative Services, increased to reflect the rate of inflation for the previous calendar year, as calculated to the nearest cent, provided that in no case shall the wage be set at a level below the wage for the previous year.

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. [A copy of documents related to the Minimum Wage Ordinance is available at <http://county.milwaukee.gov/MilwaukeeCountyMinimumWage7887.htm>]

**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 as noted above 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.

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

☐ 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 as amended by Ordinance No. 16-23 (Legislative File No. 16-609). I have executed this Declaration on December 16, 2016 (date).

Company Name: ABM Onsite Services Midwest Inc.

Authorized Signature: 

Printed Name: Mark Lardinois, Account Executive

## **Exhibit C: Milwaukee County Pricing Workbook**

### **Pricing Workbok Instructions**

#### **General Assumptions**

- ◆ Milwaukee County assumes that the prices listed in the Service Provider's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. Milwaukee County expects to work together with the Service Provider to continually identify opportunities to achieve cost reductions.
- ◆ Milwaukee County will not accept any additional charges other than those indicated in the Pricing Workbook of the Service Provider's proposal.
- ◆ The Service Provider's proposed pricing shall incorporate anticipated changes to wages or benefits within each contract year, including the County prevailing minimum wage. Therefore, Service Provider's proposed pricing shall include blended rates for each contract year that account for any increases during that year.
- ◆ Contract is being bid as a Fixed-Price contract and will remain fixed for the entire term of agreement (except in cases where new minimum wage or healthcare legislation is approved).

#### **General Instructions**

- ◆ Use MS EXCEL version 2003 or later. Do NOT submit as PDF.
- ◆ The Service Provider shall only complete those cells with blue font. All other cells are generated by automatic formulas. All green and pink tabs must be completed, including the Miscellaneous Pricing, Day Cleaning and Pricing Assumptions tabs. Service Provider can choose to bid on any or all facilities; however, Milwaukee County prefers complete portfolio bids if possible. Any cell left blank shall be assumed to be a no-bid for that particular product or service.
- ◆ The Service Provider may be liable for any costs incurred by Milwaukee County as a result of a virus being passed through an infected file.
- ◆ It shall be assumed that the pricing submitted by each Service Provider is sufficient to cover all specifications, terms and conditions described in this Request for Proposal.

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Courthouse	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	462,639			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	2.00 \$	12.42	4,160.00 \$	51,667.20
Working Lead(s) - Evening	2.00 \$	12.50	4,160.00 \$	52,000.00
Custodians - Evening	8.00 \$	12.35	15,600.00 \$	192,660.00
Project / Utility	2.00 \$	12.50	4,160.00 \$	52,000.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	14.00		28,080.00 \$	348,327.20
Vacation Replacement	\$	12.35	561.60 \$	6,935.76
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			561.60 \$	6,935.76
Total Direct Labor				\$ 355,262.96
Labor-Related Costs:				
FICA - Labor				\$ 27,177.62
FUTA - Labor		Enter Rate		\$ 2,202.63
SUTA - Labor		0.016		\$ 5,506.58
Workman's Comp		0.055		\$ 19,539.46
Liability Insurance		0.015		\$ 5,328.94
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 59,755.23
A. Total				\$ 415,018.19
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	858.00 \$	26,812.50
On-Site Supervisor(s)	\$	16.00	2,080.00 \$	33,280.00
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			2,938.00 \$	60,092.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 4,597.08
FUTA - Labor		Enter Rate		\$ 372.57
SUTA - Labor		0.016		\$ 931.43
Workman's Comp		0.055		\$ 3,305.09
Liability Insurance		0.015		\$ 901.39
Health & Welfare				\$ 4,916.76
Other: Pension, Vacation, Etc.				\$ 942.12
				\$ 15,966.44
B. Total				\$ 76,058.94
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 10,888.44
Consumables / Paper Products / Liners				\$ 86,214.60
Equipment and Repairs				\$ 16,410.36
Vehicle Expense				\$ 4,914.12
Fuel Expense				\$ -
Uniform Expense				\$ 1,339.92
Background Checks				\$ 1,670.40
Quality Assurance Costs (Allowance)				\$ 2,500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 1,800.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 125,737.84
(Sum of A, B and C Above)				\$ 616,814.97
Profit and Overhead				\$ 53,848.35

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 670,663.32	\$ 1.4496
Year 2 Total (3/1/18 - 2/28/19)	\$ 693,465.87	\$ 1.4989
Year 3 Total (3/1/19 - 2/29/20)	\$ 717,043.70	\$ 1.5499
3-Year Base Contract Total	\$ 2,081,172.89	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 741,423.18	\$ 1.6026
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 767,372.99	\$ 1.6587
Total Contract, Option Years Included	\$ 3,589,969.06	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Criminal Justice Facility	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	39,350			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00 \$	12.50	2,080.00 \$	26,000.00
Working Lead(s) - Evening	1.00 \$	12.35	1,300.00 \$	16,055.00
Custodians - Evening	0.00 \$	-	0.00 \$	-
Project / Utility	1.00 \$	12.50	520.00 \$	6,500.00
Weekend	1.00 \$	12.50	832.00 \$	10,400.00
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	4.00		4,732.00 \$	58,955.00
Vacation Replacement	\$	12.50	94.64 \$	1,183.00
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			94.64 \$	1,183.00
Total Direct Labor				\$ 60,138.00
Labor-Related Costs:				
FICA - Labor				\$ 4,600.56
FUTA - Labor		Enter Rate		\$ 372.86
SUTA - Labor		0.016		\$ 932.14
Workman's Comp		0.055		\$ 3,307.59
Liability Insurance		0.015		\$ 902.07
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 10,115.21
A. Total				\$ 70,253.21
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	78.00 \$	2,437.50
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			78.00 \$	2,437.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 186.47
FUTA - Labor		Enter Rate		\$ 15.11
SUTA - Labor		0.016		\$ 37.78
Workman's Comp		0.055		\$ 134.06
Liability Insurance		0.015		\$ 36.56
Health & Welfare				\$ 417.60
Other: Pension, Vacation, Etc.				\$ 85.80
				\$ 913.39
B. Total				\$ 3,350.89
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 1,763.88
Consumables / Paper Products / Liners				\$ 7,066.08
Equipment and Repairs				\$ 3,747.60
Vehicle Expense				\$ 417.60
Fuel Expense				\$ -
Uniform Expense				\$ 575.28
Background Checks				\$ 339.36
Quality Assurance Costs (Allowance)				\$ 1,000.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 15,509.80
(Sum of A, B and C Above)				\$ 89,113.90
Profit and Overhead				\$ 6,757.82

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 95,871.72	\$ 2.4364
Year 2 Total (3/1/18 - 2/28/19)	\$ 99,131.35	\$ 2.5192
Year 3 Total (3/1/19 - 2/29/20)	\$ 102,501.82	\$ 2.6049
3-Year Base Contract Total	\$ 297,504.89	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 105,986.88	\$ 2.6934
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 109,696.42	\$ 2.7877
Total Contract, Option Years Included	\$ 513,188.19	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Safety Building	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	197,402			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00	\$ 12.35	2,080.00	\$ 25,688.00
Working Lead(s) - Evening	1.00	\$ 13.00	2,080.00	\$ 27,040.00
Custodians - Evening	4.00	\$ 12.35	7,280.00	\$ 89,908.00
Project / Utility	1.00	\$ 12.50	1,560.00	\$ 19,500.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	7.00		13,000.00	\$ 162,136.00
Vacation Replacement		\$ 12.35	260.00	\$ 3,211.00
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			260.00	\$ 3,211.00
Total Direct Labor				\$ 165,347.00
Labor-Related Costs:				
FICA - Labor				\$ 12,649.05
FUTA - Labor		Enter Rate		\$ 1,025.15
SUTA - Labor		0.016		\$ 2,562.88
Workman's Comp		0.055		\$ 9,094.09
Liability Insurance		0.015		\$ 2,480.21
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 27,811.37
A. Total				\$ 193,158.37
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	364.00	\$ 11,375.00
On-Site Supervisor(s)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
			364.00	\$ 11,375.00
Management and Supervision Wage-Related:				
FICA - Labor				\$ 870.19
FUTA - Labor		Enter Rate		\$ 70.53
SUTA - Labor		0.016		\$ 176.31
Workman's Comp		0.055		\$ 625.63
Liability Insurance		0.015		\$ 170.63
Health & Welfare				\$ 2,097.36
Other: Pension, Vacation, Etc.				\$ 399.48
				\$ 4,410.12
B. Total				\$ 15,785.12
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 4,682.40
Consumables / Paper Products / Liners				\$ 35,447.16
Equipment and Repairs				\$ 11,027.28
Vehicle Expense				\$ 2,096.40
Fuel Expense				\$ -
Uniform Expense				\$ 595.08
Background Checks				\$ 704.76
Quality Assurance Costs (Allowance)				\$ 1,000.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 56,153.08
(Sum of A, B and C Above)				\$ 265,096.56
Profit and Overhead				\$ 22,862.52

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 287,959.08	\$ 1.4587
Year 2 Total (3/1/18 - 2/28/19)	\$ 297,749.68	\$ 1.5083
Year 3 Total (3/1/19 - 2/29/20)	\$ 307,873.16	\$ 1.5596
3-Year Base Contract Total	\$ 893,581.92	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 318,340.84	\$ 1.6127
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 329,482.76	\$ 1.6691
Total Contract, Option Years Included	\$ 1,541,405.52	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Medical Examiner's Office	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	13,459			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00	\$ -	0.00	\$ -
Working Lead(s) - Evening	1.00	\$ 12.35	1,040.00	\$ 12,844.00
Custodians - Evening	0.00	\$ -	0.00	\$ -
Project / Utility	1.00	\$ 12.50	260.00	\$ 3,250.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	2.00		1,300.00	\$ 16,094.00
Vacation Replacement		\$ 12.35	26.00	\$ 321.10
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			26.00	\$ 321.10
Total Direct Labor				\$ 16,415.10
Labor-Related Costs:				
FICA - Labor				\$ 1,255.76
FUTA - Labor		Enter Rate		\$ 101.77
SUTA - Labor		0.016		\$ 254.43
Workman's Comp		0.055		\$ 902.83
Liability Insurance		0.015		\$ 246.23
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 2,761.02
A. Total				\$ 19,176.12
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	26.00	\$ 812.50
On-Site Supervisor(s)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
			26.00	\$ 812.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 62.16
FUTA - Labor		Enter Rate		\$ 5.04
SUTA - Labor		0.016		\$ 12.59
Workman's Comp		0.055		\$ 44.69
Liability Insurance		0.015		\$ 12.19
Health & Welfare				\$ 143.04
Other: Pension, Vacation, Etc.				\$ 28.56
				\$ 308.26
B. Total				\$ 1,120.76
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 503.88
Consumables / Paper Products / Liners				\$ 2,416.80
Equipment and Repairs				\$ 2,274.12
Vehicle Expense				\$ 143.04
Fuel Expense				\$ -
Uniform Expense				\$ 68.88
Background Checks				\$ 120.12
Quality Assurance Costs (Allowance)				\$ 750.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 120.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 6,396.84
(Sum of A, B and C Above)				\$ 26,693.72
Profit and Overhead				\$ 1,452.64

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 28,146.36	\$ 2.0913
Year 2 Total (3/1/18 - 2/28/19)	\$ 29,103.33	\$ 2.1624
Year 3 Total (3/1/19 - 2/29/20)	\$ 30,092.85	\$ 2.2359
3-Year Base Contract Total	\$ 87,342.54	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 31,116.00	\$ 2.3119
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 32,205.06	\$ 2.3928
Total Contract, Option Years Included	\$ 150,663.60	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Vel Phillips Juvenile Justice Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	97,219			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00	\$ 12.35	2,080.00	\$ 25,688.00
Working Lead(s) - Evening	1.00	\$ 13.00	2,080.00	\$ 27,040.00
Custodians - Evening	2.00	\$ 12.35	3,640.00	\$ 44,954.00
Project / Utility	0.00	\$ -	0.00	\$ -
Weekend	1.00	\$ 12.50	1,300.00	\$ 16,250.00
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	5.00		9,100.00	\$ 113,932.00
Vacation Replacement		\$ 12.35	182.00	\$ 2,247.70
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			182.00	\$ 2,247.70
Total Direct Labor				\$ 116,179.70
Labor-Related Costs:				
FICA - Labor				\$ 8,887.75
FUTA - Labor		Enter Rate		\$ 720.31
SUTA - Labor		0.016		\$ 1,800.79
Workman's Comp		0.055		\$ 6,389.88
Liability Insurance		0.015		\$ 1,742.70
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 19,541.43
A. Total				\$ 135,721.13
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	182.00	\$ 5,687.50
On-Site Supervisor(s)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
			182.00	\$ 5,687.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 435.09
FUTA - Labor		Enter Rate		\$ 35.26
SUTA - Labor		0.016		\$ 88.16
Workman's Comp		0.055		\$ 312.81
Liability Insurance		0.015		\$ 85.31
Health & Welfare				\$ 1,033.56
Other: Pension, Vacation, Etc.				\$ 206.40
				\$ 2,196.60
B. Total				\$ 7,884.10
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 3,268.32
Consumables / Paper Products / Liners				\$ 13,702.08
Equipment and Repairs				\$ 9,596.40
Vehicle Expense				\$ 1,033.08
Fuel Expense				\$ -
Uniform Expense				\$ 466.20
Background Checks				\$ 480.24
Quality Assurance Costs (Allowance)				\$ 750.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 29,896.32
(Sum of A, B and C Above)				\$ 173,501.54
Profit and Overhead				\$ 15,083.74

Year 1 Total (3/1/17 - 2/28/18)	\$ 188,585.28
Year 2 Total (3/1/18 - 2/28/19)	\$ 194,997.17
Year 3 Total (3/1/19 - 2/29/20)	\$ 201,627.07
3-Year Base Contract Total	\$ 585,209.52
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 208,482.39
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 215,570.79
Total Contract, Option Years Included	\$ 1,009,262.70

Annual Price per SF	\$ 1.9398
	\$ 2.0058
	\$ 2.0739
	\$ 2.1445
	\$ 2.2174

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Children's Adolescent Treatment Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	99,846			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00 \$	12.35	2,080.00 \$	25,688.00
Working Lead(s) - Evening	1.00 \$	13.00	2,080.00 \$	27,040.00
Custodians - Evening	2.00 \$	12.35	3,640.00 \$	44,954.00
Project / Utility	1.00 \$	12.50	1,300.00 \$	16,250.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	5.00		9,100.00 \$	113,932.00
Vacation Replacement	\$	12.35	182.00 \$	2,247.70
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			182.00 \$	2,247.70
Total Direct Labor				\$ 116,179.70
Labor-Related Costs:				
FICA - Labor			\$	8,887.75
FUTA - Labor		Enter Rate	\$	720.31
SUTA - Labor		0.016	\$	1,800.79
Workman's Comp		0.055	\$	6,389.88
Liability Insurance		0.015	\$	1,742.70
Disability Insurance			\$	-
Health & Welfare			\$	-
Pension			\$	-
Legal/Training/Other			\$	-
Other (If Applicable)			\$	-
			\$	19,541.43
A. Total			\$	135,721.13
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	182.00 \$	5,687.50
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			182.00 \$	5,687.50
Management and Supervision Wage-Related:				
FICA - Labor			\$	435.09
FUTA - Labor		Enter Rate	\$	35.26
SUTA - Labor		0.016	\$	88.16
Workman's Comp		0.055	\$	312.81
Liability Insurance		0.015	\$	85.31
Health & Welfare			\$	1,033.56
Other: Pension, Vacation, Etc.			\$	206.40
			\$	2,196.60
B. Total			\$	7,884.10
C. Supplies, Equipment and Other Costs				
Cleaning Supplies			\$	3,268.32
Consumables / Paper Products / Liners			\$	13,702.08
Equipment and Repairs			\$	5,634.36
Vehicle Expense			\$	1,060.68
Fuel Expense			\$	-
Uniform Expense			\$	466.20
Background Checks			\$	480.24
Quality Assurance Costs (Allowance)			\$	500.00
Required CMMS or Work Order System (see RFP 4.15)			\$	-
Communication (Phones, Tablets, Computers, etc.)			\$	600.00
6-Month Recovery Cleaning (see RFP 4.16)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
C. Total			\$	25,711.88
(Sum of A, B and C Above)			\$	169,317.10
Profit and Overhead			\$	15,181.22

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 184,498.32	\$ 1.8478
Year 2 Total (3/1/18 - 2/28/19)	\$ 190,771.26	\$ 1.9107
Year 3 Total (3/1/19 - 2/29/20)	\$ 197,257.48	\$ 1.9756
3-Year Base Contract Total	\$ 572,527.06	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 203,964.23	\$ 2.0428
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 211,102.97	\$ 2.1143
Total Contract, Option Years Included	\$ 987,594.26	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Parks Administration Building	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	18,880			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00 \$	-	0.00 \$	-
Working Lead(s) - Evening	1.00 \$	12.35	1,430.00 \$	17,660.50
Custodians - Evening	0.00 \$	-	0.00 \$	-
Project / Utility	1.00 \$	12.50	390.00 \$	4,875.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	2.00		1,820.00 \$	22,535.50
Vacation Replacement	\$	12.35	36.40 \$	449.54
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			36.40 \$	449.54
Total Direct Labor				\$ 22,985.04
Labor-Related Costs:				
FICA - Labor				\$ 1,758.36
FUTA - Labor		Enter Rate		\$ 142.51
SUTA - Labor		0.016		\$ 356.27
Workman's Comp		0.055		\$ 1,264.18
Liability Insurance		0.015		\$ 344.78
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 3,866.08
A. Total				\$ 26,851.12
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	26.00 \$	812.50
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			26.00 \$	812.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 62.16
FUTA - Labor		Enter Rate		\$ 5.04
SUTA - Labor		0.016		\$ 12.59
Workman's Comp		0.055		\$ 44.69
Liability Insurance		0.015		\$ 12.19
Health & Welfare				\$ 200.40
Other: Pension, Vacation, Etc.				\$ 28.08
				\$ 365.14
B. Total				\$ 1,177.64
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 699.60
Consumables / Paper Products / Liners				\$ 2,660.88
Equipment and Repairs				\$ 5,358.24
Vehicle Expense				\$ 200.40
Fuel Expense				
Uniform Expense				\$ 68.88
Background Checks				\$ 120.12
Quality Assurance Costs (Allowance)				\$ 500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 10,208.12
(Sum of A, B and C Above)				\$ 38,236.89
Profit and Overhead				\$ 3,533.67

Year 1 Total (3/1/17 - 2/28/18)		\$ 41,770.56	Annual Price per SF
			\$ 2.2124
Year 2 Total (3/1/18 - 2/28/19)		\$ 43,190.75	\$ 2.2876
Year 3 Total (3/1/19 - 2/29/20)		\$ 44,659.24	\$ 2.3654
3-Year Base Contract Total		\$ 129,620.55	
Option Year 4 Total (3/1/20 - 2/28/21)		\$ 46,177.66	\$ 2.4459
Option Year 5 Total (3/1/21 - 2/28/22)		\$ 47,793.87	\$ 2.5315
Total Contract, Option Years Included		\$ 223,592.08	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Fleet Highway Management	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	32,822			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00 \$	-	0.00 \$	-
Working Lead(s) - Evening	1.00 \$	12.50	780.00 \$	9,750.00
Custodians - Evening	1.00 \$	12.35	780.00 \$	9,633.00
Project / Utility	1.00 \$	12.50	78.00 \$	975.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	3.00		1,638.00 \$	20,358.00
Vacation Replacement	\$	12.35	32.76 \$	404.59
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			32.76 \$	404.59
Total Direct Labor				\$ 20,762.59
Labor-Related Costs:				
FICA - Labor				\$ 1,588.34
FUTA - Labor		Enter Rate		\$ 128.73
SUTA - Labor		0.016		\$ 321.82
Workman's Comp		0.055		\$ 1,141.94
Liability Insurance		0.015		\$ 311.44
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 3,492.27
A. Total				\$ 24,254.85
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	39.00 \$	1,218.75
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			39.00 \$	1,218.75
Management and Supervision Wage-Related:				
FICA - Labor				\$ 93.23
FUTA - Labor		Enter Rate		\$ 7.56
SUTA - Labor		0.016		\$ 18.89
Workman's Comp		0.055		\$ 67.03
Liability Insurance		0.015		\$ 18.28
Health & Welfare				\$ 349.20
Other: Pension, Vacation, Etc.				\$ 42.72
				\$ 596.91
B. Total				\$ 1,815.66
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 736.08
Consumables / Paper Products / Liners				\$ 6,210.60
Equipment and Repairs				\$ 3,389.64
Vehicle Expense				\$ 349.20
Fuel Expense				\$ -
Uniform Expense				\$ 125.76
Background Checks				\$ 219.24
Quality Assurance Costs (Allowance)				\$ 500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 12,130.52
(Sum of A, B and C Above)				\$ 38,201.04
Profit and Overhead				\$ 2,884.80

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 41,085.84	\$ 1.2518
Year 2 Total (3/1/18 - 2/28/19)	\$ 42,482.76	\$ 1.2943
Year 3 Total (3/1/19 - 2/29/20)	\$ 43,927.17	\$ 1.3383
3-Year Base Contract Total	\$ 127,495.77	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 45,420.69	\$ 1.3838
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 47,010.42	\$ 1.4323
Total Contract, Option Years Included	\$ 219,926.88	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Marcia P Coggs Human Service Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	163,553			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	2.00 \$	12.42	4,160.00 \$	51,667.20
Working Lead(s) - Evening	1.00 \$	14.00	2,080.00 \$	29,120.00
Custodians - Evening	3.00 \$	12.35	6,240.00 \$	77,064.00
Project / Utility	1.00 \$	12.50	2,080.00 \$	26,000.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	7.00		14,560.00 \$	183,851.20
Vacation Replacement	\$	12.35	291.20 \$	3,596.32
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			291.20 \$	3,596.32
Total Direct Labor				\$ 187,447.52
Labor-Related Costs:				
FICA - Labor			\$	14,339.74
FUTA - Labor		Enter Rate	\$	1,162.17
SUTA - Labor		0.016	\$	2,905.44
Workman's Comp		0.055	\$	10,309.61
Liability Insurance		0.015	\$	2,811.71
Disability Insurance			\$	-
Health & Welfare			\$	-
Pension			\$	-
Legal/Training/Other			\$	-
Other (If Applicable)			\$	-
			\$	31,528.67
A. Total				\$ 218,976.19
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	312.00 \$	9,750.00
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			312.00 \$	9,750.00
Management and Supervision Wage-Related:				
FICA - Labor			\$	745.88
FUTA - Labor		Enter Rate	\$	60.45
SUTA - Labor		0.016	\$	151.13
Workman's Comp		0.055	\$	536.25
Liability Insurance		0.015	\$	146.25
Health & Welfare			\$	1,738.32
Other: Pension, Vacation, Etc.			\$	342.84
			\$	3,721.11
B. Total				\$ 13,471.11
C. Supplies, Equipment and Other Costs				
Cleaning Supplies			\$	5,377.08
Consumables / Paper Products / Liners			\$	40,194.00
Equipment and Repairs			\$	6,445.56
Vehicle Expense			\$	1,737.72
Fuel Expense			\$	-
Uniform Expense			\$	800.28
Background Checks			\$	730.80
Quality Assurance Costs (Allowance)			\$	1,000.00
Required CMMS or Work Order System (see RFP 4.15)			\$	-
Communication (Phones, Tablets, Computers, etc.)			\$	600.00
6-Month Recovery Cleaning (see RFP 4.16)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
Other (If Applicable)			\$	-
C. Total				\$ 56,885.44
(Sum of A, B and C Above)			\$	289,332.74
Profit and Overhead			\$	25,083.22

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 314,415.96	\$ 1.9224
Year 2 Total (3/1/18 - 2/28/19)	\$ 325,106.10	\$ 1.9878
Year 3 Total (3/1/19 - 2/29/20)	\$ 336,159.70	\$ 2.0554
3-Year Base Contract Total	\$ 975,681.76	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 347,589.12	\$ 2.1252
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 359,754.73	\$ 2.1996
Total Contract, Option Years Included	\$ 1,683,025.61	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Facilities Management West	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	4,549			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00 \$	-	0.00 \$	-
Working Lead(s) - Evening	1.00 \$	12.35	1,040.00 \$	12,844.00
Custodians - Evening	0.00 \$	-	0.00 \$	-
Project / Utility	1.00 \$	12.50	52.00 \$	650.00
Weekend	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Other (If Applicable)	0.00 \$	-	0.00 \$	-
Labor Sub-Total	2.00		1,092.00 \$	13,494.00
Vacation Replacement	\$	12.35	21.84 \$	269.72
Other Paid Time Off Replacement	\$	-	0.00 \$	-
Labor Replacement Sub-Total			21.84 \$	269.72
Total Direct Labor				\$ 13,763.72
Labor-Related Costs:				
FICA - Labor				\$ 1,052.92
FUTA - Labor		Enter Rate		\$ 85.34
SUTA - Labor		0.016		\$ 213.34
Workman's Comp		0.055		\$ 757.00
Liability Insurance		0.015		\$ 206.46
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 2,315.06
A. Total				\$ 16,078.78
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	13.00 \$	406.25
On-Site Supervisor(s)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
Other (If Applicable)	\$	-	0.00 \$	-
			13.00 \$	406.25
Management and Supervision Wage-Related:				
FICA - Labor				\$ 31.08
FUTA - Labor		Enter Rate		\$ 2.52
SUTA - Labor		0.016		\$ 6.30
Workman's Comp		0.055		\$ 22.34
Liability Insurance		0.015		\$ 6.09
Health & Welfare				\$ 48.00
Other: Pension, Vacation, Etc.				\$ 14.04
				\$ 130.37
B. Total				\$ 536.62
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 461.04
Consumables / Paper Products / Liners				\$ 1,068.48
Equipment and Repairs				\$ 955.44
Vehicle Expense				\$ 48.00
Fuel Expense				\$ -
Uniform Expense				\$ 65.76
Background Checks				\$ 114.84
Quality Assurance Costs (Allowance)				\$ -
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 3,313.56
(Sum of A, B and C Above)				\$ 19,928.96
Profit and Overhead				\$ 1,788.40

Annual Price per SF

Year 1 Total (3/1/17 - 2/28/18)	\$ 21,717.36	\$ 4.7741
Year 2 Total (3/1/18 - 2/28/19)	\$ 22,455.75	\$ 4.9364
Year 3 Total (3/1/19 - 2/29/20)	\$ 23,219.25	\$ 5.1043
3-Year Base Contract Total	\$ 67,392.36	
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 24,008.70	\$ 5.2778
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 24,849.00	\$ 5.4625
Total Contract, Option Years Included	\$ 116,250.06	

Exhibit C: Milwaukee County Pricing Workbook

Bidder:

ABM

	Pricing Assumptions
	Instructions: In the spaces below, please list all pricing assumptions that apply to this bid.
#1	
#2	
#3	
#4	
#5	
#6	
#7	
#8	
#9	
#10	
#11	
#12	
#13	
#14	
#15	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder:

ABM

Miscellaneous Pricing										
	Year 1		Year 2		Year 3		Option Year 4		Option Year 5	
Provide your 'Markup-on-Cost' percentage for extra supplies (as may be requested by BGE). The Contractor's invoices will include the <b>actual costs</b> (supplies, consumable supplies, etc.), and must include documentation supporting those costs. The Contractor will invoice for these actual supplies costs, plus the "mark-up" percentage included in this line item.		0.00%		0.00%		0.00%		0.00%		0.00%
<b>Additional Floor Care - Entries, Lobbies, Corridors and Other Open Spaces</b>										
Deep Scrub & Recoat Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
Strip & Refinish Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Additional Floor Care - Offices, Conference Rooms, Break Rooms, Labs, etc.</b>										
Deep Scrub & Recoat Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
Strip & Refinish Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Additional Carpet Care - Entries, Lobbies, Corridors and Other Open Spaces</b>										
Shampoo Clean Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
Low-Moisture Encapsulation	\$	-	\$	-	\$	-	\$	-	\$	-
Hot Water Extract Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Additional Carpet Care - Offices, Conference Rooms, Break Rooms, Labs, etc.</b>										
Shampoo Clean Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
Low-Moisture Encapsulation	\$	-	\$	-	\$	-	\$	-	\$	-
Hot Water Extract Per/SqT	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Note:</b> the "Additional Floor Care" and "Additional Carpet Care" pricing line items above ar for floor care and carpet care requests that are above-and-beyond the floor care and carpet care frequencies that are included in the Standard Cleaning Specification										
<b>Other</b>										
T&M Rate per Hour for Custodian	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Overtime Rate per Hour for Custodian	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Rate per Hour for Day Porter / Matron	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Overtime Rate per Hour for Day Porter / Matron	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Rate per Hour for Supervisor	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Overtime Rate per Hour for Supervisor	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Rate for Saturday, Sunday or Holiday Cleaning	\$	-	\$	-	\$	-	\$	-	\$	-
T&M Window Cleaning Rate per Hour for out of scope work	\$	-	\$	-	\$	-	\$	-	\$	-
Fixed Monthly Price to add / delete one full-time Day Porter/Matron	\$	-	\$	-	\$	-	\$	-	\$	-
Fixed Monthly Price to add / delete one half-time Day Porter/Matron	\$	-	\$	-	\$	-	\$	-	\$	-
Fixed Monthly Price to add one full-time evening Custodian	\$	-	\$	-	\$	-	\$	-	\$	-
Fixed Monthly Price to add one half-time evening Custodian	\$	-	\$	-	\$	-	\$	-	\$	-
<b>Pricing to Add / Remove Square Footage</b>										
Monthly price per sqft to add/remove public spaces (Entrances, lobbies, break, elevators, stairwells, corridors...minimum 5,000 sqft)	\$	-	\$	-	\$	-	\$	-	\$	-
Monthly price per sqft to add/remove restroom space (minimum 1,000 sqft)	\$	-	\$	-	\$	-	\$	-	\$	-
Monthly price per sqft to add/remove general space (offices, cubes, courtrooms, exec, conference room...minimum 7,500 sqft)	\$	-	\$	-	\$	-	\$	-	\$	-

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder:

ABM

Alternate Specification Pricing

Year 1	Year 2	Year 3	Option Year 4	Option Year 5
--------	--------	--------	---------------	---------------

Day Cleaning Instructions - Milwaukee County is considering two alternate specification options:

1) Elimination of Deskside Trash and Recycle Collection - With this option, all County employees would empty their trash and recycle in centrally located bins, to be emptied by the Service Provider. The Service Provider would no longer be responsible for emptying deskside bins.

2) Reduction of General Office Area cleaning from Daily to Weekly - With this option, the Service Provider would only clean general office areas once per week (including trash/recycle collection). The Standard Specification currently calls for daily trash/recycle collection, daily spot cleaning of carpets, daily dust mopping, 4x/week spot vacuum or spot mop, and weekly full vacuum or full mop.

In the areas below, please indicate Service Provider's annual pricing deductions for these two alternative specifications.

Alt. Spec Option 1) Elimination of Deskside Trash and Recycle Collection

Total Annual Price Reduction - Courthouse	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Criminal Justice	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Safety Building	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Medical Examiner's Office	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Children's Court Center - Vel Phillips	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Children's Adolescent Treatment Center	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Parks Administration Building	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Marcia P. Coggs Human Service Center	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Facilities Management West	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Fleet Highway Management	\$	-	\$	-	\$	-	\$	-	\$	-

Overall, does Proposer recommend alternative specification option 1? Why or why not? enter response here

Alt. Spec Option 2) Reduction of General Office Area Cleaning from Daily to Weekly

Total Annual Price Reduction - Courthouse	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Criminal Justice	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Safety Building	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Medical Examiner's Office	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Children's Court Center - Vel Phillips	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Children's Adolescent Treatment Center	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Parks Administration Building	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Marcia P. Coggs Human Service Center	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Facilities Management West	\$	-	\$	-	\$	-	\$	-	\$	-
Total Annual Price Reduction - Fleet Highway Management	\$	-	\$	-	\$	-	\$	-	\$	-

Overall, does Proposer recommend alternative specification option 2? Why or why not? enter response here

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder:

ABM

Day Cleaning Alternative Pricing									
	Year 1	Year 2	Year 3	Option Year 4	Option Year 5				
<p><b>Day Cleaning Instructions</b> - Milwaukee County is considering a day cleaning model, as opposed to the night cleaning model currently in place. For the day cleaning model, please assume that cleaning can begin as early as 5:30 a.m. and end as late as 7:00 p.m., with floor care and project work still performed on second shift. In the areas below, please indicate Service Provider's annual pricing for a day cleaning model, and describe how the overall staffing is affected by day cleaning.</p>									
Total Annual Price for Day Cleaning - Courthouse	N/A - Courthouse must be cleaned on evenings								
Total Annual Price for Day Cleaning - Criminal Justice	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Safety Building	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Medical Examiner's Office	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Children's Court Center - Vel Phillips	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Children's Adolescent Treatment Center	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Parks Administration Building	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Marcia P. Coggs Human Service Center	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Facilities Management West	\$	-	\$	-	\$	-	\$	-	\$
Total Annual Price for Day Cleaning - Fleet Highway Management	\$	-	\$	-	\$	-	\$	-	\$
<p><b>Day Cleaning Staffing Model Description</b> - In the space to the right, describe your overall staffing model for day cleaning (# of custodians and shift times), and describe how this staffing model differs from night cleaning</p> <p>enter response here</p>									
<p>Describe why day cleaning would be more or less expensive than night cleaning</p> <p>enter response here</p>									
<p>Overall, does Proposer recommend a day cleaning model? Why or why not?</p> <p>enter response here</p>									

Exhibit C: Milwaukee County Pricing Workbook

Note: Do NOT enter any information on this tab.  
Cells are automatically populated

Bidder:		ABM																
Roll-up	Courthouse Complex				Sub Totals	Wauwatosa Facilities				Sub Totals	Marcia P Coggs Human Service Center	Facilities Management West	GrandTotals					
	Courthouse	Criminal Justice Facility	Safety Building	Medical Examiner's Office		Vel Phillips Juvenile Justice Center	Children's Adolescent Treatment Center	Parks Administration Building	Fleet Highway Management									
Net Cleanable Square Footage	462,639	39,350	197,402	13,459	712,850	97,219	99,846	18,880	32,822	248,767	163,553	4,549	1,129,719					
A. Labor and Labor-Related Costs																		
Number of Employees:																		
Day Porter(s) / Matron(s)	2.00	1.00	1.00	0.00	4.00	1.00	1.00	0.00	0.00	2.00	2.00	0.00	8.00					
Working Lead(s) - Evening	2.00	1.00	1.00	1.00	5.00	1.00	1.00	1.00	1.00	4.00	1.00	1.00	11.00					
Custodians - Evening	8.00	0.00	4.00	0.00	12.00	2.00	2.00	0.00	1.00	5.00	3.00	0.00	20.00					
Project / Utility	2.00	1.00	1.00	1.00	5.00	0.00	1.00	1.00	1.00	3.00	1.00	1.00	10.00					
Weekend	0.00	1.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
	14.00	4.00	7.00	2.00	27.00	5.00	5.00	2.00	3.00	15.00	7.00	2.00	51.00					
Annual Labor Hours:																		
Day Porter(s) / Matron(s)	4,160.00	2,080.00	2,080.00	0.00	8320.00	2,080.00	2,080.00	0.00	0.00	4160.00	4,160.00	0.00	16640.00					
Working Lead(s) - Evening	4,160.00	1,300.00	2,080.00	1,040.00	8580.00	2,080.00	2,080.00	1,430.00	780.00	6370.00	2,080.00	1,040.00	18970.00					
Custodians - Evening	15,600.00	0.00	7,280.00	0.00	22880.00	3,640.00	3,640.00	0.00	780.00	8060.00	6,240.00	0.00	37180.00					
Project / Utility	4,160.00	520.00	1,560.00	260.00	6500.00	0.00	1,300.00	390.00	78.00	1768.00	2,080.00	52.00	10400.00					
Weekend	0.00	832.00	0.00	0.00	832.00	1,300.00	0.00	0.00	0.00	1300.00	0.00	0.00	2132.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Other (If Applicable)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
	28,080.00	4,732.00	13,000.00	1,300.00	47112.00	9,100.00	9,100.00	1,820.00	1,638.00	21658.00	14,560.00	1,092.00	84422.00					
Hourly Rates:																		
Day Porter(s) / Matron(s)	\$ 12.42	\$ 12.50	\$ 12.35	\$ -		\$ 12.35	\$ 12.35	\$ -	\$ -		\$ 12.42	\$ -						
Working Lead(s) - Evening	\$ 12.50	\$ 12.35	\$ 13.00	\$ 12.35	12.35	\$ 13.00	\$ 13.00	\$ 12.35	\$ 12.50		\$ 14.00	\$ 12.35						
Custodians - Evening	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35	12.35	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35		\$ 12.35	\$ -						
Project / Utility	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	12.50	\$ -	\$ 12.50	\$ 12.50	\$ 12.50		\$ 12.50	\$ 12.50						
Weekend	\$ -	\$ 12.50	\$ -	\$ -		\$ 12.50	\$ -	\$ -	\$ -		\$ -	\$ -						
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -						
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -						
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -						
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -						
Base Labor Costs/Category:																		
Day Porter(s) / Matron(s)	\$ 51,667.20	\$ 26,000.00	\$ 25,688.00	\$ -	\$ 103,355.20	\$ 25,688.00	\$ 25,688.00	\$ -	\$ -	\$ 51,376.00	\$ 51,667.20	\$ -	\$ 206,398.40					
Working Lead(s) - Evening	\$ 52,000.00	\$ 16,055.00	\$ 27,040.00	\$ 12,844.00	\$ 107,939.00	\$ 27,040.00	\$ 27,040.00	\$ 17,660.50	\$ 9,750.00	\$ 81,490.50	\$ 25,120.00	\$ 12,844.00	\$ 231,383.50					
Custodians - Evening	\$ 192,660.00	\$ -	\$ 89,908.00	\$ -	\$ 282,568.00	\$ 44,954.00	\$ 44,954.00	\$ -	\$ 9,633.00	\$ 99,541.00	\$ 77,064.00	\$ -	\$ 459,173.00					
Project / Utility	\$ 52,000.00	\$ 6,500.00	\$ 19,500.00	\$ 3,250.00	\$ 81,250.00	\$ -	\$ 16,250.00	\$ 4,875.00	\$ 975.00	\$ 22,100.00	\$ 26,000.00	\$ 650.00	\$ 130,000.00					
Weekend	\$ -	\$ 10,400.00	\$ -	\$ -	\$ 10,400.00	\$ 16,250.00	\$ -	\$ -	\$ -	\$ 16,250.00	\$ -	\$ -	\$ 26,650.00					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ 348,327.20	\$ 58,955.00	\$ 162,136.00	\$ 16,094.00	\$ 585,512.20	\$ 113,932.00	\$ 113,932.00	\$ 22,535.50	\$ 20,358.00	\$ 270,757.50	\$ 183,851.20	\$ 13,494.00	\$ 1,053,614.90					
Base Labor Vacation Replacement Annual Hours:																		
Vacation Replacement	\$ 561.60	\$ 94.64	\$ 260.00	\$ 26.00	\$ 942.24	\$ 182.00	\$ 182.00	\$ 36.40	\$ 32.76	\$ 433.16	\$ 291.20	\$ 21.84	\$ 1,888.44					
Other Paid Time Off Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182.00	\$ 182.00	\$ 36.40	\$ 32.76	\$ 433.16	\$ 291.20	\$ 21.84	\$ 1,888.44					
	\$ 561.60	\$ 94.64	\$ 260.00	\$ 26.00	\$ 942.24	\$ 182.00	\$ 182.00	\$ 36.40	\$ 32.76	\$ 433.16	\$ 291.20	\$ 21.84	\$ 1,888.44					
Base Labor Vacation Replacement Rate																		
Vacation Replacement	\$ 12.35	\$ 12.50	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35	\$ 12.35		\$ 12.35	\$ 12.35						
Other Paid Time Off Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -						
Base Labor Vacation Replacement Costs/Category:																		
Vacation Replacement	\$ 6,935.76	\$ 1,183.00	\$ 3,211.00	\$ 321.10	\$ 11,650.86	\$ 2,247.70	\$ 2,247.70	\$ 449.54	\$ 404.59	\$ 5,349.53	\$ 3,596.32	\$ 269.72	\$ 20,866.43					
Other Paid Time Off Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ 6,935.76	\$ 1,183.00	\$ 3,211.00	\$ 321.10	\$ 11,650.86	\$ 2,247.70	\$ 2,247.70	\$ 449.54	\$ 404.59	\$ 5,349.53	\$ 3,596.32	\$ 269.72	\$ 20,866.43					
Total Direct Labor	\$ 355,262.96	\$ 60,138.00	\$ 165,347.00	\$ 16,415.10	\$ 597,163.06	\$ 116,179.70	\$ 116,179.70	\$ 22,985.04	\$ 20,762.59	\$ 276,107.03	\$ 187,447.52	\$ 13,763.72	\$ 1,074,481.33					
Labor-Related Rates:																		
SUTA - Labor	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016		0.016	0.016						
Workman's Comp	0.055	0.055	0.055	0.055	0.055	0.055	0.055	0.055	0.055		0.055	0.055						
Liability Insurance	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015		0.015	0.015						
Labor-Related Costs:																		
FICA - Labor	\$ 27,177.62	\$ 4,600.56	\$ 12,640.05	\$ 1,255.76	\$ 45,682.97	\$ 8,887.75	\$ 8,887.75	\$ 1,758.36	\$ 1,588.34	\$ 21,122.19	\$ 14,339.74	\$ 1,062.92	\$ 82,197.82					
FUTA - Labor	\$ 2,202.63	\$ 372.86	\$ 1,025.15	\$ 101.77	\$ 3,702.41	\$ 720.31	\$ 720.31	\$ 142.51	\$ 128.73	\$ 1,711.86	\$ 1,162.17	\$ 85.34	\$ 6,661.78					
SUTA - Labor	\$ 5,506.58	\$ 932.14	\$ 2,562.88	\$ 254.43	\$ 9,256.03	\$ 1,800.79	\$ 1,800.79	\$ 356.27	\$ 321.82	\$ 4,279.66	\$ 2,905.44	\$ 213.34	\$ 16,654.46					
Workman's Comp	\$ 19,539.46	\$ 3,307.59	\$ 9,094.09	\$ 902.83	\$ 32,943.97	\$ 6,389.88	\$ 6,389.88	\$ 1,264.18	\$ 1,141.94	\$ 15,185.89	\$ 10,309.61	\$ 757.00	\$ 59,096.47					
Liability Insurance	\$ 5,328.94	\$ 902.07	\$ 2,480.21	\$ 246.23	\$ 8,957.45	\$ 1,742.70	\$ 1,742.70	\$ 344.78	\$ 311.44	\$ 4,141.61	\$ 2,811.71	\$ 206.46	\$ 16,117.22					
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Health & Welfare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Pension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Legal/Training/SRSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ 58,755.23	\$ 10,115.21	\$ 27,811.37	\$ 2,761.02	\$ 100,442.83	\$ 19,541.43	\$ 19,541.43	\$ 3,866.08	\$ 3,492.27	\$ 46,441.20	\$ 31,528.67	\$ 2,315.06	\$ 180,727.76					
Total Labor and Labor-Related Costs	\$ 415,016.19	\$ 70,253.21	\$ 193,158.37	\$ 19,176.12	\$ 697,605.89	\$ 135,721.13	\$ 135,721.13	\$ 26,851.12	\$ 24,254.85	\$ 322,548.23	\$ 218,976.19	\$ 16,079.78	\$ 1,255,209.09					
B. Site Management and Supervision Costs																		
Management and Supervision Wages:																		
Account Manager	\$ 26,812.50	\$ 2,437.50	\$ 11,375.00	\$ 812.50	\$ 41,437.50	\$ 5,687.50	\$ 5,687.50	\$ 812.50	\$ 1,218.75	\$ 13,406.25	\$ 9,750.00	\$ 406.25	\$ 65,000.00					
Supervisors(s)	\$ 33,280.00	\$ -	\$ -	\$ -	\$ 33,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,280.00					
Other (If Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -</											

# Executive Overview

## Building Value for Milwaukee County

Milwaukee County needs a facilities partner who builds value for you by reducing operating expenses while keeping your facility safe, clean, comfortable and energy efficient. With our people and our technology, we'll preserve your assets and increase their performance—maximizing their value for you.

### **Service excellence and industry expertise**

To deliver you a quality, cost-effective uniform standard of service, we use our own highly qualified employees. We have the expertise to understand your industry and empower our workforce to provide you with reliable, high-quality service specific to your needs. Plus, with our nationwide presence, we've got local experts who understand the unique needs of your area.

### **Breadth of services**

In addition to the services proposed here, you can rely on ABM for virtually all of your facility needs. We offer you simplified support for all of our solutions, whether stand-alone or integrated.

### **Technology-enabled workforce**

In addition to intensive training, the workforce serving your facility will use our award-winning, innovative technology to drive efficiencies, lower costs and ensure compliance. We streamline service delivery with the technological tools that allow both Milwaukee County and ABM to have greater access and transparency to your account.

### **Guaranteed energy and sustainability solutions**

Milwaukee Counties sustainability objectives will become ours. We'll help you meet short-term goals, like green cleaning, and we can help you establish and meet long-term goals for water efficiency, energy consumption, materials and resources. We have a Director of Sustainability and certified LEED APs who are ready to work with you on specific plans to update your systems and increase efficiencies to meet your sustainability goals.

We encourage you to call the clients listed in this proposal that are currently benefitting from our solutions.

## **Exhibit C: Milwaukee County Pricing Workbook**

### **Pricing Workbok Instructions**

#### **General Assumptions**

- ◆ Milwaukee County assumes that the prices listed in the Service Provider's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. Milwaukee County expects to work together with the Service Provider to continually identify opportunities to achieve cost reductions.
- ◆ Milwaukee County will not accept any additional charges other than those indicated in the Pricing Workbook of the Service Provider's proposal.
- ◆ The Service Provider's proposed pricing shall incorporate anticipated changes to wages or benefits within each contract year, including the County prevailing minimum wage. Therefore, Service Provider's proposed pricing shall include blended rates for each contract year that account for any increases during that year.
- ◆ Contract is being bid as a Fixed-Price contract and will remain fixed for the entire term of agreement (except in cases where new minimum wage or healthcare legislation is approved).

#### **General Instructions**

- ◆ Use MS EXCEL version 2003 or later. Do NOT submit as PDF.
- ◆ The Service Provider shall only complete those cells with blue font. All other cells are generated by automatic formulas. All green and pink tabs must be completed, including the Miscellaneous Pricing, Day Cleaning and Pricing Assumptions tabs. Service Provider can choose to bid on any or all facilities; however, Milwaukee County prefers complete portfolio bids if possible. Any cell left blank shall be assumed to be a no-bid for that particular product or service.
- ◆ The Service Provider may be liable for any costs incurred by Milwaukee County as a result of a virus being passed through an infected file.
- ◆ It shall be assumed that the pricing submitted by each Service Provider is sufficient to cover all specifications, terms and conditions described in this Request for Proposal.

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Courthouse	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage		462,639		
A. Labor and Labor-Related Costs				
Hours and Wages:				
	Enter Number	Enter Hrlly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	2.00	\$ 12.42	4,160.00	\$ 51,667.20
Working Lead(s) - Evening	2.00	\$ 12.50	4,160.00	\$ 52,000.00
Custodians - Evening	8.00	\$ 12.35	15,600.00	\$ 192,660.00
Project / Utility	2.00	\$ 12.50	4,160.00	\$ 52,000.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	14.00		28,080.00	\$ 348,327.20
Vacation Replacement		\$ 12.35	561.60	\$ 6,935.76
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			561.60	\$ 6,935.76
Total Direct Labor				\$ 355,262.96
Labor-Related Costs:				
FICA - Labor				\$ 27,177.62
FUTA - Labor		Enter Rate		\$ 2,202.63
SUTA - Labor		0.016		\$ 5,506.58
Workman's Comp		0.055		\$ 19,539.46
Liability Insurance		0.015		\$ 5,328.94
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 59,755.23
A. Total				\$ 415,018.19
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:				
		Enter Hrlly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		858.00	\$ 26,812.50
On-Site Supervisor(s)	\$ 16.00		2,080.00	\$ 33,280.00
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			2,938.00	\$ 60,092.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 4,597.08
FUTA - Labor		Enter Rate		\$ 372.57
SUTA - Labor		0.016		\$ 931.43
Workman's Comp		0.055		\$ 3,305.09
Liability Insurance		0.015		\$ 901.39
Health & Welfare				\$ 4,916.76
Other: Pension, Vacation, Etc.				\$ 942.12
				\$ 15,966.44
B. Total				\$ 76,058.94
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 10,888.44
Consumables / Paper Products / Liners				\$ 86,214.60
Equipment and Repairs				\$ 16,410.36
Vehicle Expense				\$ 4,914.12
Fuel Expense				\$ -
Uniform Expense				\$ 1,339.92
Background Checks				\$ 1,670.40
Quality Assurance Costs (Allowance)				\$ 2,500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 1,800.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 125,737.84
(Sum of A, B and C Above)				\$ 616,814.97
Profit and Overhead				\$ 53,848.35
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)				\$ 1.4496
Year 2 Total (3/1/18 - 2/28/19)				\$ 1.4989
Year 3 Total (3/1/19 - 2/29/20)				\$ 1.5499
3-Year Base Contract Total				\$ 2,081,172.89
Option Year 4 Total (3/1/20 - 2/28/21)				\$ 1.6026
Option Year 5 Total (3/1/21 - 2/28/22)				\$ 1.6587
Total Contract, Option Years Included				\$ 3,589,969.06

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Criminal Justice Facility	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	39,350			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00	\$ 12.50	2,080.00	\$ 26,000.00
Working Lead(s) - Evening	1.00	\$ 12.35	1,300.00	\$ 16,055.00
Custodians - Evening	0.00	\$ -	0.00	\$ -
Project / Utility	1.00	\$ 12.50	520.00	\$ 6,500.00
Weekend	1.00	\$ 12.50	832.00	\$ 10,400.00
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	4.00		4,732.00	\$ 58,955.00
Vacation Replacement		\$ 12.50	94.64	\$ 1,183.00
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			94.64	\$ 1,183.00
Total Direct Labor				\$ 60,138.00
Labor-Related Costs:				
FICA - Labor				\$ 4,600.56
FUTA - Labor		Enter Rate		\$ 372.86
SUTA - Labor		0.016		\$ 932.14
Workman's Comp		0.055		\$ 3,307.59
Liability Insurance		0.015		\$ 902.07
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 10,115.21
A. Total				\$ 70,253.21
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		78.00	\$ 2,437.50
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			78.00	\$ 2,437.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 186.47
FUTA - Labor		Enter Rate		\$ 15.11
SUTA - Labor		0.016		\$ 37.78
Workman's Comp		0.055		\$ 134.06
Liability Insurance		0.015		\$ 36.56
Health & Welfare				\$ 417.60
Other: Pension, Vacation, Etc.				\$ 85.80
				\$ 913.39
B. Total				\$ 3,350.89
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 1,763.88
Consumables / Paper Products / Liners				\$ 7,066.08
Equipment and Repairs				\$ 3,747.60
Vehicle Expense				\$ 417.60
Fuel Expense				\$ -
Uniform Expense				\$ 575.28
Background Checks				\$ 339.36
Quality Assurance Costs (Allowance)				\$ 1,000.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 15,509.80
(Sum of A, B and C Above)				\$ 89,113.90
Profit and Overhead				\$ 6,757.82
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$ 95,871.72			\$ 2.4364
Year 2 Total (3/1/18 - 2/28/19)	\$ 99,131.35			\$ 2.5192
Year 3 Total (3/1/19 - 2/29/20)	\$ 102,501.82			\$ 2.6049
3-Year Base Contract Total	\$ 297,504.89			
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 105,986.88			\$ 2.6934
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 109,696.42			\$ 2.7877
Total Contract, Option Years Included	\$ 513,188.19			

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Safety Building	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	197,402			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00	\$ 12.35	2,080.00	\$ 25,688.00
Working Lead(s) - Evening	1.00	\$ 13.00	2,080.00	\$ 27,040.00
Custodians - Evening	4.00	\$ 12.35	7,280.00	\$ 89,908.00
Project / Utility	1.00	\$ 12.50	1,560.00	\$ 19,500.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	7.00		13,000.00	\$ 162,136.00
Vacation Replacement		\$ 12.35	260.00	\$ 3,211.00
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			260.00	\$ 3,211.00
Total Direct Labor				\$ 165,347.00
Labor-Related Costs:				
FICA - Labor				\$ 12,649.05
FUTA - Labor		Enter Rate		\$ 1,025.15
SUTA - Labor		0.016		\$ 2,562.88
Workman's Comp		0.055		\$ 9,094.09
Liability Insurance		0.015		\$ 2,480.21
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 27,811.37
A. Total				\$ 193,158.37
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		364.00	\$ 11,375.00
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			364.00	\$ 11,375.00
Management and Supervision Wage-Related:				
FICA - Labor				\$ 870.19
FUTA - Labor		Enter Rate		\$ 70.53
SUTA - Labor		0.016		\$ 176.31
Workman's Comp		0.055		\$ 625.63
Liability Insurance		0.015		\$ 170.63
Health & Welfare				\$ 2,097.36
Other: Pension, Vacation, Etc.				\$ 399.48
				\$ 4,410.12
B. Total				\$ 15,785.12
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 4,682.40
Consumables / Paper Products / Liners				\$ 35,447.16
Equipment and Repairs				\$ 11,027.28
Vehicle Expense				\$ 2,096.40
Fuel Expense				\$ -
Uniform Expense				\$ 595.08
Background Checks				\$ 704.76
Quality Assurance Costs (Allowance)				\$ 1,000.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 56,153.08
(Sum of A, B and C Above)				\$ 265,096.56
Profit and Overhead				\$ 22,862.52
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$ 287,959.08			\$ 1.4587
Year 2 Total (3/1/18 - 2/28/19)	\$ 297,749.68			\$ 1.5083
Year 3 Total (3/1/19 - 2/29/20)	\$ 307,873.16			\$ 1.5596
3-Year Base Contract Total	\$ 893,581.92			
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 318,340.84			\$ 1.6127
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 329,482.76			\$ 1.6691
Total Contract, Option Years Included	\$ 1,541,405.52			

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Medical Examiner's Office	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	13,459			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Htly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00	\$ -	0.00	\$ -
Working Lead(s) - Evening	1.00	\$ 12.35	1,040.00	\$ 12,844.00
Custodians - Evening	0.00	\$ -	0.00	\$ -
Project / Utility	1.00	\$ 12.50	260.00	\$ 3,250.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	2.00		1,300.00	\$ 16,094.00
Vacation Replacement		\$ 12.35	26.00	\$ 321.10
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			26.00	\$ 321.10
Total Direct Labor				\$ 16,415.10
Labor-Related Costs:				
FICA - Labor				\$ 1,255.76
FUTA - Labor		Enter Rate		\$ 101.77
SUTA - Labor		0.016		\$ 254.43
Workman's Comp		0.055		\$ 902.83
Liability Insurance		0.015		\$ 246.23
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 2,761.02
A. Total				\$ 19,176.12
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Htly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		26.00	\$ 812.50
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			26.00	\$ 812.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 62.16
FUTA - Labor		Enter Rate		\$ 5.04
SUTA - Labor		0.016		\$ 12.59
Workman's Comp		0.055		\$ 44.69
Liability Insurance		0.015		\$ 12.19
Health & Welfare				\$ 143.04
Other: Pension, Vacation, Etc.				\$ 28.56
				\$ 308.26
B. Total				\$ 1,120.76
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 503.88
Consumables / Paper Products / Liners				\$ 2,416.80
Equipment and Repairs				\$ 2,274.12
Vehicle Expense				\$ 143.04
Fuel Expense				\$ -
Uniform Expense				\$ 68.88
Background Checks				\$ 120.12
Quality Assurance Costs (Allowance)				\$ 750.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 120.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 6,396.84
(Sum of A, B and C Above)				\$ 26,693.72
Profit and Overhead				\$ 1,452.64
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$ 28,146.36			\$ 2.0913
Year 2 Total (3/1/18 - 2/28/19)	\$ 29,103.33			\$ 2.1624
Year 3 Total (3/1/19 - 2/29/20)	\$ 30,092.85			\$ 2.2359
3-Year Base Contract Total	\$ 87,342.54			
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 31,116.00			\$ 2.3119
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 32,205.06			\$ 2.3928
Total Contract, Option Years Included	\$ 150,663.60			

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs. All other cells are generated by formulas

Bidder: ABM

Vel Phillips Juvenile Justice Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
--------------------------------------	---------------------	-----------------------	----------------------	------------

Net Cleanable Square Footage 97,219

A. Labor and Labor-Related Costs

Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs		
Day Porter(s) / Matron(s)	1.00	\$ 12.35	2,080.00	\$	25,688.00
Working Lead(s) - Evening	1.00	\$ 13.00	2,080.00	\$	27,040.00
Custodians - Evening	2.00	\$ 12.35	3,640.00	\$	44,954.00
Project / Utility	0.00	\$ -	0.00	\$	-
Weekend	1.00	\$ 12.50	1,300.00	\$	16,250.00
Other (If Applicable)	0.00	\$ -	0.00	\$	-
Other (If Applicable)	0.00	\$ -	0.00	\$	-
Other (If Applicable)	0.00	\$ -	0.00	\$	-
Other (If Applicable)	0.00	\$ -	0.00	\$	-
Labor Sub-Total	5.00		9,100.00	\$	113,932.00

Vacation Replacement	\$ 12.35	182.00	\$	2,247.70
Other Paid Time Off Replacement	\$ -	0.00	\$	-
Labor Replacement Sub-Total		182.00	\$	2,247.70

Total Direct Labor \$ 116,179.70

Labor-Related Costs:					
FICA - Labor				\$	8,887.75
FUTA - Labor	Enter Rate			\$	720.31
SUTA - Labor	0.016			\$	1,800.79
Workman's Comp	0.055			\$	6,389.88
Liability Insurance	0.015			\$	1,742.70
Disability Insurance				\$	-
Health & Welfare				\$	-
Pension				\$	-
Legal/Training/Other				\$	-
Other (If Applicable)				\$	-
				\$	19,541.43

A. Total \$ 135,721.13

B. Site Management and Supervision Costs

Management and Supervision Hours and Wages:	Enter Hrly Rate	Enter Annual Hrs		
Account Manager	\$ 31.25	182.00	\$	5,687.50
On-Site Supervisor(s)	\$ -	0.00	\$	-
Other (If Applicable)	\$ -	0.00	\$	-
Other (If Applicable)	\$ -	0.00	\$	-
		182.00	\$	5,687.50

Management and Supervision Wage-Related:					
FICA - Labor				\$	435.09
FUTA - Labor	Enter Rate			\$	35.26
SUTA - Labor	0.016			\$	88.16
Workman's Comp	0.055			\$	312.81
Liability Insurance	0.015			\$	85.31
Health & Welfare				\$	1,033.56
Other: Pension, Vacation, Etc.				\$	206.40
				\$	2,196.60

B. Total \$ 7,884.10

C. Supplies, Equipment and Other Costs

Cleaning Supplies				\$	3,268.32
Consumables / Paper Products / Liners				\$	13,702.08
Equipment and Repairs				\$	9,596.40
Vehicle Expense				\$	1,033.08
Fuel Expense				\$	-
Uniform Expense				\$	466.20
Background Checks				\$	480.24
Quality Assurance Costs (Allowance)				\$	750.00
Required CMMS or Work Order System (see RFP 4.15)				\$	-
Communication (Phones, Tablets, Computers, etc.)				\$	600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$	-
Other (If Applicable)				\$	-
Other (If Applicable)				\$	-
Other (If Applicable)				\$	-
Other (If Applicable)				\$	-
C. Total				\$	29,896.32

(Sum of A, B and C Above)	\$	173,501.54
Profit and Overhead	\$	15,083.74

Year 1 Total (3/1/17 - 2/28/18) \$ 188,585.28

Year 2 Total (3/1/18 - 2/28/19) \$ 194,997.17

Year 3 Total (3/1/19 - 2/29/20) \$ 201,627.07

3-Year Base Contract Total \$ 585,209.52

Option Year 4 Total (3/1/20 - 2/28/21) \$ 208,482.39

Option Year 5 Total (3/1/21 - 2/28/22) \$ 215,570.79

Total Contract, Option Years Included \$ 1,009,262.70

Annual Price per SF

\$ 1.9398

\$ 2.0058

\$ 2.0739

\$ 2.1445

\$ 2.2174

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Children's Adolescent Treatment Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	99,846			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	1.00	\$ 12.35	2,080.00	\$ 25,688.00
Working Lead(s) - Evening	1.00	\$ 13.00	2,080.00	\$ 27,040.00
Custodians - Evening	2.00	\$ 12.35	3,640.00	\$ 44,954.00
Project / Utility	1.00	\$ 12.50	1,300.00	\$ 16,250.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	5.00		9,100.00	\$ 113,932.00
Vacation Replacement		\$ 12.35	182.00	\$ 2,247.70
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			182.00	\$ 2,247.70
Total Direct Labor				\$ 116,179.70
Labor-Related Costs:				
FICA - Labor				\$ 8,887.75
FUTA - Labor		Enter Rate		\$ 720.31
SUTA - Labor		0.016		\$ 1,800.79
Workman's Comp		0.055		\$ 6,389.88
Liability Insurance		0.015		\$ 1,742.70
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 19,541.43
A. Total				\$ 135,721.13
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		182.00	\$ 5,687.50
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			182.00	\$ 5,687.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 435.09
FUTA - Labor		Enter Rate		\$ 35.26
SUTA - Labor		0.016		\$ 88.16
Workman's Comp		0.055		\$ 312.81
Liability Insurance		0.015		\$ 85.31
Health & Welfare				\$ 1,033.56
Other: Pension, Vacation, Etc.				\$ 206.40
				\$ 2,196.60
B. Total				\$ 7,884.10
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 3,268.32
Consumables / Paper Products / Liners				\$ 13,702.08
Equipment and Repairs				\$ 5,634.36
Vehicle Expense				\$ 1,060.68
Fuel Expense				\$ -
Uniform Expense				\$ 466.20
Background Checks				\$ 480.24
Quality Assurance Costs (Allowance)				\$ 500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 25,711.88
(Sum of A, B and C Above)				\$ 169,317.10
Profit and Overhead				\$ 15,181.22
Year 1 Total (3/1/17 - 2/28/18)				\$ 184,498.32
Year 2 Total (3/1/18 - 2/28/19)				\$ 190,771.26
Year 3 Total (3/1/19 - 2/29/20)				\$ 197,257.48
3-Year Base Contract Total				\$ 572,527.06
Option Year 4 Total (3/1/20 - 2/28/21)				\$ 203,964.23
Option Year 5 Total (3/1/21 - 2/28/22)				\$ 211,102.97
Total Contract, Option Years Included				\$ 987,594.26

Annual Price per SF	
\$ 1.8478	
\$ 1.9107	
\$ 1.9756	
\$ 2.0428	
\$ 2.1143	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Parks Administration Building	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	18,880			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00	\$ -	0.00	\$ -
Working Lead(s) - Evening	1.00	\$ 12.35	1,430.00	\$ 17,660.50
Custodians - Evening	0.00	\$ -	0.00	\$ -
Project / Utility	1.00	\$ 12.50	390.00	\$ 4,875.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	2.00		1,820.00	\$ 22,535.50
Vacation Replacement		\$ 12.35	36.40	\$ 449.54
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			36.40	\$ 449.54
Total Direct Labor				\$ 22,985.04
Labor-Related Costs:				
FICA - Labor				\$ 1,758.36
FUTA - Labor		Enter Rate		\$ 142.51
SUTA - Labor		0.016		\$ 356.27
Workman's Comp		0.055		\$ 1,264.18
Liability Insurance		0.015		\$ 344.78
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 3,866.08
A. Total				\$ 26,851.12
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		26.00	\$ 812.50
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			26.00	\$ 812.50
Management and Supervision Wage-Related:				
FICA - Labor				\$ 62.16
FUTA - Labor		Enter Rate		\$ 5.04
SUTA - Labor		0.016		\$ 12.59
Workman's Comp		0.055		\$ 44.69
Liability Insurance		0.015		\$ 12.19
Health & Welfare				\$ 200.40
Other: Pension, Vacation, Etc.				\$ 28.08
				\$ 365.14
B. Total				\$ 1,177.64
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 699.60
Consumables / Paper Products / Liners				\$ 2,660.88
Equipment and Repairs				\$ 5,358.24
Vehicle Expense				\$ 200.40
Fuel Expense				\$ -
Uniform Expense				\$ 68.88
Background Checks				\$ 120.12
Quality Assurance Costs (Allowance)				\$ 500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 10,208.12
(Sum of A, B and C Above)				\$ 38,236.89
Profit and Overhead				\$ 3,533.67
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$ 41,770.56			\$ 2.2124
Year 2 Total (3/1/18 - 2/28/19)	\$ 43,190.75			\$ 2.2876
Year 3 Total (3/1/19 - 2/29/20)	\$ 44,659.24			\$ 2.3654
3-Year Base Contract Total	\$ 129,620.55			
Option Year 4 Total (3/1/20 - 2/28/21)	\$ 46,177.66			\$ 2.4459
Option Year 5 Total (3/1/21 - 2/28/22)	\$ 47,793.87			\$ 2.5315
Total Contract, Option Years Included	\$ 223,592.08			

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
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Bidder: ABM

Fleet Highway Management	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	32,822			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00	\$ -	0.00	\$ -
Working Lead(s) - Evening	1.00	\$ 12.50	780.00	\$ 9,750.00
Custodians - Evening	1.00	\$ 12.35	780.00	\$ 9,633.00
Project / Utility	1.00	\$ 12.50	78.00	\$ 975.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	3.00		1,638.00	\$ 20,358.00
Vacation Replacement		\$ 12.35	32.76	\$ 404.59
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			32.76	\$ 404.59
Total Direct Labor				\$ 20,762.59
Labor-Related Costs:				
FICA - Labor				\$ 1,588.34
FUTA - Labor		Enter Rate		\$ 128.73
SUTA - Labor		0.016		\$ 321.82
Workman's Comp		0.055		\$ 1,141.94
Liability Insurance		0.015		\$ 311.44
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 3,492.27
A. Total				\$ 24,254.85
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	39.00	\$ 1,218.75
On-Site Supervisor(s)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
			39.00	\$ 1,218.75
Management and Supervision Wage-Related:				
FICA - Labor				\$ 93.23
FUTA - Labor		Enter Rate		\$ 7.56
SUTA - Labor		0.016		\$ 18.89
Workman's Comp		0.055		\$ 67.03
Liability Insurance		0.015		\$ 18.28
Health & Welfare				\$ 349.20
Other: Pension, Vacation, Etc.				\$ 42.72
				\$ 596.91
B. Total				\$ 1,815.66
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 736.08
Consumables / Paper Products / Liners				\$ 6,210.60
Equipment and Repairs				\$ 3,389.64
Vehicle Expense				\$ 349.20
Fuel Expense				\$ -
Uniform Expense				\$ 125.76
Background Checks				\$ 219.24
Quality Assurance Costs (Allowance)				\$ 500.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 12,130.52
(Sum of A, B and C Above)				\$ 38,201.04
Profit and Overhead				\$ 2,884.80
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$	41,085.84		\$ 1.2518
Year 2 Total (3/1/18 - 2/28/19)	\$	42,482.76		\$ 1.2943
Year 3 Total (3/1/19 - 2/29/20)	\$	43,927.17		\$ 1.3383
3-Year Base Contract Total	\$	127,495.77		
Option Year 4 Total (3/1/20 - 2/28/21)	\$	45,420.69		\$ 1.3838
Option Year 5 Total (3/1/21 - 2/28/22)	\$	47,010.42		\$ 1.4323
Total Contract, Option Years Included	\$	219,926.88		

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Marcia P Coggs Human Service Center	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	163,553			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	2.00	\$ 12.42	4,160.00	\$ 51,667.20
Working Lead(s) - Evening	1.00	\$ 14.00	2,080.00	\$ 29,120.00
Custodians - Evening	3.00	\$ 12.35	6,240.00	\$ 77,064.00
Project / Utility	1.00	\$ 12.50	2,080.00	\$ 26,000.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	7.00		14,560.00	\$ 183,851.20
Vacation Replacement		\$ 12.35	291.20	\$ 3,596.32
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			291.20	\$ 3,596.32
Total Direct Labor				\$ 187,447.52
Labor-Related Costs:				
FICA - Labor				\$ 14,339.74
FUTA - Labor		Enter Rate		\$ 1,162.17
SUTA - Labor		0.016		\$ 2,905.44
Workman's Comp		0.055		\$ 10,309.61
Liability Insurance		0.015		\$ 2,811.71
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 31,528.67
A. Total				\$ 218,976.19
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$ 31.25		312.00	\$ 9,750.00
On-Site Supervisor(s)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
Other (If Applicable)	\$ -		0.00	\$ -
			312.00	\$ 9,750.00
Management and Supervision Wage-Related:				
FICA - Labor				\$ 745.88
FUTA - Labor		Enter Rate		\$ 60.45
SUTA - Labor		0.016		\$ 151.13
Workman's Comp		0.055		\$ 536.25
Liability Insurance		0.015		\$ 146.25
Health & Welfare				\$ 1,738.32
Other: Pension, Vacation, Etc.				\$ 342.84
				\$ 3,721.11
B. Total				\$ 13,471.11
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 5,377.08
Consumables / Paper Products / Liners				\$ 40,194.00
Equipment and Repairs				\$ 6,445.56
Vehicle Expense				\$ 1,737.72
Fuel Expense				\$ -
Uniform Expense				\$ 800.28
Background Checks				\$ 730.80
Quality Assurance Costs (Allowance)				\$ 1,000.00
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 56,885.44
(Sum of A, B and C Above)				\$ 289,332.74
Profit and Overhead				\$ 25,083.22
Year 1 Total (3/1/17 - 2/28/18)				\$ 314,415.96
Year 2 Total (3/1/18 - 2/28/19)				\$ 325,106.10
Year 3 Total (3/1/19 - 2/29/20)				\$ 336,159.70
3-Year Base Contract Total				\$ 975,681.76
Option Year 4 Total (3/1/20 - 2/28/21)				\$ 347,589.12
Option Year 5 Total (3/1/21 - 2/28/22)				\$ 359,754.73
Total Contract, Option Years Included				\$ 1,683,025.61

Annual Price per SF	
\$ 1.9224	
\$ 1.9878	
\$ 2.0554	
\$ 2.1252	
\$ 2.1996	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font, on the pink and green tabs.  
All other cells are generated by formulas

Bidder: ABM

Facilities Management West	Number of Employees	Straight Time/ Hourly	Yearly Service Hours	Base Labor
Net Cleanable Square Footage	4,549			
A. Labor and Labor-Related Costs				
Hours and Wages:	Enter Number	Enter Hrly Rate	Enter Annual Hrs	
Day Porter(s) / Matron(s)	0.00	\$ -	0.00	\$ -
Working Lead(s) - Evening	1.00	\$ 12.35	1,040.00	\$ 12,844.00
Custodians - Evening	0.00	\$ -	0.00	\$ -
Project / Utility	1.00	\$ 12.50	52.00	\$ 650.00
Weekend	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Other (If Applicable)	0.00	\$ -	0.00	\$ -
Labor Sub-Total	2.00		1,092.00	\$ 13,494.00
Vacation Replacement		\$ 12.35	21.84	\$ 269.72
Other Paid Time Off Replacement		\$ -	0.00	\$ -
Labor Replacement Sub-Total			21.84	\$ 269.72
Total Direct Labor				\$ 13,763.72
Labor-Related Costs:				
FICA - Labor				\$ 1,052.92
FUTA - Labor		Enter Rate		\$ 85.34
SUTA - Labor		0.016		\$ 213.34
Workman's Comp		0.055		\$ 757.00
Liability Insurance		0.015		\$ 206.46
Disability Insurance				\$ -
Health & Welfare				\$ -
Pension				\$ -
Legal/Training/Other				\$ -
Other (If Applicable)				\$ -
				\$ 2,315.06
A. Total				\$ 16,078.78
B. Site Management and Supervision Costs				
Management and Supervision Hours and Wages:		Enter Hrly Rate	Enter Annual Hrs	
Account Manager	\$	31.25	13.00	\$ 406.25
On-Site Supervisor(s)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
Other (If Applicable)	\$	-	0.00	\$ -
			13.00	\$ 406.25
Management and Supervision Wage-Related:				
FICA - Labor				\$ 31.08
FUTA - Labor		Enter Rate		\$ 2.52
SUTA - Labor		0.016		\$ 6.30
Workman's Comp		0.055		\$ 22.34
Liability Insurance		0.015		\$ 6.09
Health & Welfare				\$ 48.00
Other: Pension, Vacation, Etc.				\$ 14.04
				\$ 130.37
B. Total				\$ 536.62
C. Supplies, Equipment and Other Costs				
Cleaning Supplies				\$ 461.04
Consumables / Paper Products / Liners				\$ 1,068.48
Equipment and Repairs				\$ 955.44
Vehicle Expense				\$ 48.00
Fuel Expense				\$ -
Uniform Expense				\$ 65.76
Background Checks				\$ 114.84
Quality Assurance Costs (Allowance)				\$ -
Required CMMS or Work Order System (see RFP 4.15)				\$ -
Communication (Phones, Tablets, Computers, etc.)				\$ 600.00
6-Month Recovery Cleaning (see RFP 4.16)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
Other (If Applicable)				\$ -
C. Total				\$ 3,313.56
(Sum of A, B and C Above)				\$ 19,928.96
Profit and Overhead				\$ 1,788.40
Annual Price per SF				
Year 1 Total (3/1/17 - 2/28/18)	\$	21,717.36		\$ 4.7741
Year 2 Total (3/1/18 - 2/28/19)	\$	22,455.75		\$ 4.9364
Year 3 Total (3/1/19 - 2/29/20)	\$	23,219.25		\$ 5.1043
3-Year Base Contract Total	\$	67,392.36		
Option Year 4 Total (3/1/20 - 2/28/21)	\$	24,008.70		\$ 5.2778
Option Year 5 Total (3/1/21 - 2/28/22)	\$	24,849.00		\$ 5.4625
Total Contract, Option Years Included	\$	116,250.06		

Exhibit C: Milwaukee County Pricing Workbook

Bidder:

ABM

	Pricing Assumptions
	Instructions: In the spaces below, please list all pricing assumptions that apply to this bid.
#1	All pricing is based on information provided in the RFP and during the site visits.
#2	All pricing is based on current Milwaukee County minimum wage requirements
#3	All pricing is based on current state and federal wage and benefit laws. Should those laws change ABM reserves the right to negotiate pricing based on the changes.
#4	
#5	
#6	
#7	
#8	
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#12	
#13	
#14	
#15	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder: ABM

Miscellaneous Pricing						
	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	
Provide your 'Markup-on-Cost' percentage for extra supplies (as may be requested by BGE). The Contractor's invoices will include the actual costs (supplies, consumable supplies, etc.), and must include documentation supporting those costs. The Contractor will invoice for these actual supplies costs, plus the "mark-up" percentage included in this line item.						
	5.00%	5.00%	5.00%	5.00%	5.00%	
<b>Additional Floor Care - Entries, Lobbies, Corridors and Other Open Spaces</b>						
Deep Scrub & Recoat Per/SqT	\$ 0.240	\$ 0.240	\$ 0.240	\$ 0.240	\$ 0.240	
Strip & Refinish Per/SqT	\$ 0.300	\$ 0.300	\$ 0.300	\$ 0.300	\$ 0.300	
<b>Additional Floor Care - Offices, Conference Rooms, Break Rooms, Labs, etc.</b>						
Deep Scrub & Recoat Per/SqT	\$ 0.260	\$ 0.260	\$ 0.260	\$ 0.260	\$ 0.260	
Strip & Refinish Per/SqT	\$ 0.320	\$ 0.320	\$ 0.320	\$ 0.320	\$ 0.320	
<b>Additional Carpet Care - Entries, Lobbies, Corridors and Other Open Spaces</b>						
Shampoo Clean Per/SqT	\$ 0.160	\$ 0.160	\$ 0.160	\$ 0.160	\$ 0.160	
Low-Moisture Encapsulation	\$ 0.120	\$ 0.120	\$ 0.120	\$ 0.120	\$ 0.120	
Hot Water Extract Per/SqT	\$ 0.180	\$ 0.180	\$ 0.180	\$ 0.180	\$ 0.180	
<b>Additional Carpet Care - Offices, Conference Rooms, Break Rooms, Labs, etc.</b>						
Shampoo Clean Per/SqT	\$ 0.180	\$ 0.180	\$ 0.180	\$ 0.180	\$ 0.180	
Low-Moisture Encapsulation	\$ 0.140	\$ 0.140	\$ 0.140	\$ 0.140	\$ 0.140	
Hot Water Extract Per/SqT	\$ 0.200	\$ 0.200	\$ 0.200	\$ 0.200	\$ 0.200	
<b>Note:</b> the "Additional Floor Care" and "Additional Carpet Care" pricing line items above ar for floor care and carpet care requests that are above-and-beyond the floor care and carpet care frequencies that are included in the Standard Cleaning Specification						
<b>Other</b>						
T&M Rate per Hour for Custodian	\$ 19.50	\$ 20.14	\$ 20.81	\$ 21.50	\$ 22.20	
T&M Overtime Rate per Hour for Custodian	\$ 29.25	\$ 30.21	\$ 31.21	\$ 32.25	\$ 33.30	
T&M Rate per Hour for Day Porter / Matron	\$ 19.50	\$ 20.14	\$ 20.81	\$ 21.50	\$ 22.20	
T&M Overtime Rate per Hour for Day Porter / Matron	\$ 29.25	\$ 30.21	\$ 31.21	\$ 32.25	\$ 33.30	
T&M Rate per Hour for Supervisor	\$ 26.67	\$ 27.55	\$ 28.46	\$ 29.40	\$ 30.37	
T&M Overtime Rate per Hour for Supervisor	\$ 40.00	\$ 41.32	\$ 42.68	\$ 44.09	\$ 45.55	
T&M Rate for Saturday, Sunday or Holiday Cleaning	\$ 29.25	\$ 30.22	\$ 31.21	\$ 32.24	\$ 33.31	
T&M Window Cleaning Rate per Hour for out of scope work	\$ 55.00	\$ 56.81	\$ 58.69	\$ 60.63	\$ 62.63	
Fixed Monthly Price to add / delete one full-time Day Porter/Matron	\$ 2,996.35	\$ 3,095.23	\$ 3,197.37	\$ 3,302.88	\$ 3,411.88	
Fixed Monthly Price to add / delete one half-time Day Porter/Matron	\$ 1,498.17	\$ 1,547.61	\$ 1,598.68	\$ 1,651.44	\$ 1,705.93	
Fixed Monthly Price to add one full-time evening Custodian	\$ 2,996.35	\$ 3,095.23	\$ 3,197.37	\$ 3,302.88	\$ 3,411.88	
Fixed Monthly Price to add one half-time evening Custodian	\$ 1,498.17	\$ 1,547.61	\$ 1,598.68	\$ 1,651.44	\$ 1,705.93	
<b>Pricing to Add / Remove Square Footage</b>						
Monthly price per sqft to add/remove public spaces (Entrances, lobbies, break, elevators, stairwells, corridors...minimum 5,000 sqft)	\$ 0.090	\$ 0.093	\$ 0.096	\$ 0.099	\$ 0.102	
Monthly price per sqft to add/remove restroom space (minimum 1,000 sqft)	\$ 0.140	\$ 0.144	\$ 0.149	\$ 0.154	\$ 0.159	
Monthly price per sqft to add/remove general space (offices, cubes, courtrooms, exec, conference room...minimum 7,500 sqft)	\$ 0.100	\$ 0.103	\$ 0.107	\$ 0.110	\$ 0.112	

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder: ABM

Alternate Specification Pricing

Year 1	Year 2	Year 3	Option Year 4	Option Year 5
--------	--------	--------	---------------	---------------

Day Cleaning Instructions - Milwaukee County is considering two alternate specification options:

1) Elimination of Deskside Trash and Recycle Collection - With this option, all County employees would empty their trash and recycle in centrally located bins, to be emptied by the Service Provider. The Service Provider would no longer be responsible for emptying deskside bins.

2) Reduction of General Office Area cleaning from Daily to Weekly - With this option, the Service Provider would only clean general office areas once per week (including trash/recycle collection). The Standard Specification currently calls for daily trash/recycle collection, daily spot cleaning of carpets, daily dust mopping, 4x/week spot vacuum or spot mop, and weekly full vacuum or full mop.

In the areas below, please indicate Service Provider's annual pricing deductions for these two alternative specifications.

Alt. Spec Option 1) Elimination of Deskside Trash and Recycle Collection

Total Annual Price Reduction - Courthouse	\$	643,836.78	\$	665,083.39	\$	687,031.14	\$	709,703.16	\$	733,123.36
Total Annual Price Reduction - Criminal Justice	\$	92,036.85	\$	95,074.06	\$	98,211.51	\$	101,452.48	\$	104,800.41
Total Annual Price Reduction - Safety Building	\$	270,959.08	\$	279,900.73	\$	289,137.44	\$	298,678.97	\$	308,535.37
Total Annual Price Reduction - Medical Examiner's Office	\$	27,583.43	\$	28,493.68	\$	29,433.97	\$	30,405.30	\$	31,408.67
Total Annual Price Reduction - Children's Court Center - Vel Phillips	\$	181,041.86	\$	187,016.24	\$	193,187.78	\$	199,562.97	\$	206,148.55
Total Annual Price Reduction - Children's Adolescent Treatment Center	\$	173,428.42	\$	179,151.56	\$	185,063.56	\$	191,170.66	\$	197,479.29
Total Annual Price Reduction - Parks Administration Building	\$	40,099.73	\$	41,423.02	\$	42,789.98	\$	44,202.05	\$	45,660.72
Total Annual Price Reduction - Marcia P. Coggs Human Service Center	\$	301,839.32	\$	311,800.02	\$	322,089.42	\$	332,718.37	\$	343,698.08
Total Annual Price Reduction - Facilities Management West	\$	21,283.01	\$	21,985.35	\$	22,710.87	\$	23,460.32	\$	24,234.52
Total Annual Price Reduction - Fleet Highway Management	\$	39,442.40	\$	40,744.00	\$	42,088.55	\$	43,477.47	\$	44,912.23

Centralized trash and recycling can be a time and money saver depending upon how it is implemented. We would recommend this with consultation from your service provider. The above savings is an estimate and could increase based on program design. This works well in many of the facilities we service.

Overall, does Proposer recommend alternative specification option 1? Why or why not?

Alt. Spec Option 2) Reduction of General Office Area Cleaning from Daily to Weekly

Total Annual Price Reduction - Courthouse	\$	643,836.78	\$	665,083.39	\$	687,031.14	\$	709,703.16	\$	733,123.36
Total Annual Price Reduction - Criminal Justice	\$	92,036.85	\$	95,074.06	\$	98,211.51	\$	101,452.48	\$	104,800.41
Total Annual Price Reduction - Safety Building	\$	270,959.08	\$	279,900.73	\$	289,137.44	\$	298,678.97	\$	308,535.37
Total Annual Price Reduction - Medical Examiner's Office	\$	27,583.43	\$	28,493.68	\$	29,433.97	\$	30,405.30	\$	31,408.67
Total Annual Price Reduction - Children's Court Center - Vel Phillips	\$	181,041.86	\$	187,016.24	\$	193,187.78	\$	199,562.97	\$	206,148.55
Total Annual Price Reduction - Children's Adolescent Treatment Center	\$	173,428.42	\$	179,151.56	\$	185,063.56	\$	191,170.66	\$	197,479.29
Total Annual Price Reduction - Parks Administration Building	\$	40,099.73	\$	41,423.02	\$	42,789.98	\$	44,202.05	\$	45,660.72
Total Annual Price Reduction - Marcia P. Coggs Human Service Center	\$	301,839.32	\$	311,800.02	\$	322,089.42	\$	332,718.37	\$	343,698.08
Total Annual Price Reduction - Facilities Management West	\$	21,283.01	\$	21,985.35	\$	22,710.87	\$	23,460.32	\$	24,234.52
Total Annual Price Reduction - Fleet Highway Management	\$	39,442.40	\$	40,744.00	\$	42,088.55	\$	43,477.47	\$	44,912.23

Office areas with normal office traffic and little to no public traffic may be cleaned less frequent than daily. This works well in some of the facilities we service.

Overall, does Proposer recommend alternative specification option 2? Why or why not?

Exhibit C: Milwaukee County Pricing Workbook

Instructions: only enter pricing data into cells with blue font on this tab.

Bidder:

ABM

Day Cleaning Alternative Pricing

Year 1	Year 2	Year 3	Option Year 4	Option Year 5
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**Day Cleaning Instructions** - Milwaukee County is considering a day cleaning model, as opposed to the night cleaning model currently in place. For the day cleaning model, please assume that cleaning can begin as early as 5:30 a.m. and end as late as 7:00 p.m., with floor care and project work still performed on second shift. In the areas below, please indicate Service Provider's annual pricing for a day cleaning model, and describe how the overall staffing is affected by day cleaning.

Total Annual Price for Day Cleaning - Courthouse	N/A - Courthouse must be cleaned on evenings				
Total Annual Price for Day Cleaning - Criminal Justice	\$ 95,871.72	\$ 99,035.49	\$ 102,303.66	\$ 105,679.68	\$ 109,167.11
Total Annual Price for Day Cleaning - Safety Building	\$ 287,959.08	\$ 297,461.73	\$ 307,277.97	\$ 317,418.14	\$ 327,892.94
Total Annual Price for Day Cleaning - Medical Examiner's Office	\$ 28,146.36	\$ 29,075.19	\$ 30,034.67	\$ 31,025.82	\$ 32,049.67
Total Annual Price for Day Cleaning - Children's Court Center - Vel Phillips	\$ 188,585.28	\$ 194,808.59	\$ 201,237.28	\$ 207,878.11	\$ 214,738.09
Total Annual Price for Day Cleaning - Children's Adolescent Treatment Center	\$ 184,498.32	\$ 190,586.76	\$ 196,876.13	\$ 203,373.04	\$ 210,084.35
Total Annual Price for Day Cleaning - Parks Administration Building	\$ 41,770.56	\$ 43,148.99	\$ 44,572.91	\$ 46,043.81	\$ 47,563.26
Total Annual Price for Day Cleaning - Marcia P. Coggs Human Service Center	\$ 314,415.96	\$ 324,791.69	\$ 335,509.81	\$ 346,581.64	\$ 358,018.83
Total Annual Price for Day Cleaning - Facilities Management West	\$ 21,717.36	\$ 22,434.03	\$ 23,174.36	\$ 23,939.11	\$ 24,729.10
Total Annual Price for Day Cleaning - Fleet Highway Management	\$ 41,085.84	\$ 42,441.67	\$ 43,842.25	\$ 45,289.04	\$ 46,783.58

**Day Cleaning Staffing Model Description** - In the space to the right, describe your overall staffing model for day cleaning (# of custodians and shift times), and describe how this staffing model differs from night cleaning

ABM would use the same amount of staffing hours and stagger those hours between the 5:30 AM to 7:00 PM time frame. Trash removal, dusting and other uninstructive cleaning would be preformed while areas are occupied. Hard surface floor cleaning and vacuuming would be preformed early morning or after hours to avoid distractions.

Describe why day cleaning would be more or less expensive than night cleaning

Day cleaning would be cost neutral from night cleaning. Cost savings is gained through utility savings in using less lighting and HVAC may be turned down sooner.

Overall, does Proposer recommend a day cleaning model? Why or why not?

Day cleaning works well in facilities with limited public traffic. ABM would work with Milwaukee County to develop a Day Cleaning program that meets your goals.

Cells are automatically populated

ABM

**Please provide clarifications on the following:**

1. Provide missing “green tabs” pricing from the Pricing Workbook to include: Pricing Assumptions, MISC Pricing, Alternate specs, and Day Cleaning Alternate information (refer to 1-File V532 attachment). No changes are needed to the blue tab.

*Please see the attached.*

2. ABM proposal includes \$0 for health and welfare for the janitors and lead workers. Please explain this approach and any assumptions, especially in regards to the Affordable Care Act. Please explain methodology for using part-time staff. Is it for surges in work, coverage due to vacations/vacancies/etc, or is ABM leveraging part-time to cut down on benefit costs? Additionally, please confirm that Milwaukee County will not be charged an additional fee for health and welfare.”

*ABM’s proposal includes coverage for the affordable care act and or union health and welfare coverages. Those cost are part of ABM’s overhead line. We would use part time positions if the amount of work did not represent a full time position or if the cleaning completion time for a facility would not allow for full time positions. In some facilities the project hours do not add up to a full time position however, ABM would share a full time person between buildings. Our plan is to use full time as much as possible. We are not leveraging part time positions to cut down benefit cost. Benefit cost is minimal and full time positions tend to be more consistent. Milwaukee County will not be charged additional for health and welfare unless the law changes requiring employers to pay more of the cost.*

3. This contract requires a 6-month recovery cleaning, to be included in the base price. Quality improvements must be made to bring buildings up to acceptable quality levels. ABM proposed \$0 for this activity, and did not provide much detail in response to question 14 in 1-File B190 attachment. Please provide a detailed description of the recovery cleaning plan, and please ensure/confirm that the cost for the plan is included in the pricing exhibit.

*Our recovery plan includes using the project hours built into the cost to bring the facilities up to standard. We will also train our people on meeting and exceeding expectations. We believe that lower standards could be a result of poor leadership and training.*

4. Please confirm that ABM’s pricing for years 1 through 5 already include all wage increases based on all current living wage legislation and requirements. Milwaukee County will only discuss a price increase for wage escalations if there is NEW legislation passed during the contract term.”

*ABM’s pricing includes current Milwaukee County livable wage requirements.*

5. ABM notes plans to use subcontractor, Nisha Group LLC, to fulfill the 20% DBE requirement. How does ABM verify that the sub is abiding by all laws regarding wages, benefits and employment? Plans to hold subcontractor accountable to meet or exceeds performance criteria under this contract?

*ABM audits all service providers on a regular basis for payroll, background check and quality performance. Our dedicated Milwaukee County Account Manager will treat sub-contracted facilities the same as self- preformed facilities. ABM will mentor Nisha Group LLC and we will be a vested part of their success.*

6. Please confirm that your chemical/supply list meets the 75% (by cost) LEED criteria, and that the equipment list will meet the 40% (by cost) LEED criteria. What initiatives will ABM take to improve the cleanliness of the Milwaukee facilities?

*ABM's chemical and equipment meet the LEED percentage criteria.*

7. Please confirm that Milwaukee County will not be charged extra by ABM for its usage of the Corrigo work order system (ABM included \$0 for the CMMS line item in the pricing workbook)

*Milwaukee County will not be charged for the use of ABM's CMMS tool Corrigo.*

8. What are the greatest risks recognized by ABM regarding this opportunity? Greatest opportunities?

*ABM is extremely excited to be a part of this opportunity. We do not feel there are any risk beyond the normal. We feel there are many opportunities to partner with Milwaukee County and provide professional cleaning services. We would be honored to include Milwaukee County on our list of satisfied customers.*

9. ABM cost proposal provided staffing hours for each facility, 84,422, needed to achieve service standards. Provide a base staffing plan or work schedule outlining the planned use of full time and part time staffing.

*Please see the ABM Milwaukee County Staffing sheet attached. Please note the following: Lunch breaks for full time people are unpaid. Project/Utility workers may work at more than one facility and also may only be on site when project work is scheduled. Shifts start and end times can be adjusted at the counties request.*

10. Does ABM have Crime Insurance?

*Yes, ABM carries Crime (Dishonesty/Fidelity Bond) \$2 Million each occurrence*

11. Does ABM have Environmental Insurance (in the event hazardous materials are brought onsite)?

*Yes, ABM carries contractors pollution legal liability \$5 Million each occurrence and \$5 Million aggregate.*



## Milwaukee County Work Schedule

Facility	# of People	Position	Days Per Week	Full or Part Time
All Sites	1	Account Manager	All	Exempt
Courthouse	2	Day Porters	M-F	Full
	1	Supervisor	M-F	Full
	2	Lead Workers	M-F	Full
	7	Custodians	M-F	Full
	1	Custodians	M-F	Part
	2	Project/Utility	M-F	Full
Criminal Justice Facility	1	Day Porter	M-F	Full
	1	Day Porter	S&S	Part
	1	Lead Worker	M-F	Part
	0.25	Project/Utility	M-F	Full
Safety Building	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	3	Custodians	M-F	Full
	1	Custodians	M-F	Part
	0.75	Project/Utility	M-F	Full
Medical Examiner's Office	1	Lead Worker	M-F	Part
	0.12	Project/Utility	M-F	Full
Vel Phillips Juvenile Justice Center	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	2	Custodians	M-F	Part
	0.62	Project/Utility	M-F	Full
Children's Adolescent Treatment Center	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	2	Custodians	M-F	Part
	0.62	Project/Utility	M-F	Full
Parks Administration Building	1	Lead Worker	M-F	Part
	0.18	Project/Utility	M-F	Full
Marcia P. Coggs Human Services Center	2	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	3	Custodians	M-F	Full
	1	Project/Utility	M-F	Full

Facilities Management West	1	Lead Worker	M-F	Part
	0.1	Project/Utility	M-F	Full
Fleet Highway Management	1	Lead Worker	M-F	Part
	1	Custodians	M-F	Part
	0.12	Project/Utility	M-F	Full

Start Time	End Time	Hours Per
		Year
Various	Various	2080
7:00 AM	4:00 PM	4160
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	4160
4:30 PM	1:00 AM	14560
5:00 PM	9:00 PM	1040
4:30 PM	1:00 AM	4160
7:00 AM	4:00 PM	2080
7:00 AM	4:00 PM	832
5:00 PM	10:00 PM	1300
Varies	Varies	520
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	6240
5:00 PM	9:00 PM	1040
Varies	Varies	1560
5:00 PM	9:00 PM	1040
Varies	Varies	260
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
5:00 PM	12:30 AM	3640
Varies	Varies	1300
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
5:00 PM	12:30 AM	3640
Varies	Varies	1300
5:00 PM	10:30 PM	1430
Varies	Varies	390
7:00 AM	4:00 PM	4160
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	6240
4:30 PM	1:00 AM	2080

5:00 PM	9:00 PM	1040
Varies	Varies	52
5:00 PM	8:00 PM	780
5:00 PM	8:00 PM	780
Varies	Varies	78

## Milwaukee County Work Schedule

Facility	# of People	Position	Days Per Week	Full or Part Time
All Sites	1	Account Manager	All	Exempt
Courthouse	2	Day Porters	M-F	Full
	1	Supervisor	M-F	Full
	2	Lead Workers	M-F	Full
	7	Custodians	M-F	Full
	1	Custodians	M-F	Part
	2	Project/Utility	M-F	Full
Criminal Justice Facility	1	Day Porter	M-F	Full
	1	Day Porter	S&S	Part
	1	Lead Worker	M-F	Part
	0.25	Project/Utility	M-F	Full
Safety Building	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	3	Custodians	M-F	Full
	1	Custodians	M-F	Part
	0.75	Project/Utility	M-F	Full
Medical Examiner's Office	1	Lead Worker	M-F	Part
	0.12	Project/Utility	M-F	Full
Vel Phillips Juvenile Justice Center	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	2	Custodians	M-F	Part
	0.62	Project/Utility	M-F	Full
Children's Adolescent Treatment Center	1	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	2	Custodians	M-F	Part
	0.62	Project/Utility	M-F	Full
Parks Administration Building	1	Lead Worker	M-F	Part
	0.18	Project/Utility	M-F	Full
Marcia P. Coggs Human Services Center	2	Day Porter	M-F	Full
	1	Lead Workers	M-F	Full
	3	Custodians	M-F	Full
	1	Project/Utility	M-F	Full

Facilities Management West	1	Lead Worker	M-F	Part
	0.1	Project/Utility	M-F	Full
Fleet Highway Management	1	Lead Worker	M-F	Part
	1	Custodians	M-F	Part
	0.12	Project/Utility	M-F	Full

		Hours Per
Start Time	End Time	Year
Various	Various	2080
7:00 AM	4:00 PM	4160
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	4160
4:30 PM	1:00 AM	14560
5:00 PM	9:00 PM	1040
4:30 PM	1:00 AM	4160
7:00 AM	4:00 PM	2080
7:00 AM	4:00 PM	832
5:00 PM	10:00 PM	1300
Varies	Varies	520
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	6240
5:00 PM	9:00 PM	1040
Varies	Varies	1560
5:00 PM	9:00 PM	1040
Varies	Varies	260
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
5:00 PM	12:30 AM	3640
Varies	Varies	1300
7:00 AM	4:00 PM	2080
4:30 PM	1:00 AM	2080
5:00 PM	12:30 AM	3640
Varies	Varies	1300
5:00 PM	10:30 PM	1430
Varies	Varies	390
7:00 AM	4:00 PM	4160
4:30 PM	1:00 AM	2080
4:30 PM	1:00 AM	6240
4:30 PM	1:00 AM	2080

5:00 PM	9:00 PM	1040
Varies	Varies	52
5:00 PM	8:00 PM	780
5:00 PM	8:00 PM	780
Varies	Varies	78

## Desnoyers, Andrew

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**From:** Mark Lardinois <Mark.Lardinois@abm.com>  
**Sent:** Friday, February 10, 2017 11:13 AM  
**To:** Desnoyers, Andrew  
**Subject:** RE: Milwaukee County Janitorial Bid Clarifications  
**Attachments:** ABM Clarifications Completed 2-2.docx; 1-File V532.xls; ABM Milwaukee County Staffing.xlsx

Hello Andrew,

Please see the attached response to your questions and additional information.

Please let me know if you need any further clarification. We look forward to next steps.

Thanks so much!

**Mark Lardinois CBSE**

Account Executive

### **ABM | Business & Industry**

1241 Russet Court Green Bay, WI 54313

920-965-1910 (Office)

920-471-2731 (Cell)

866-405-9948 (Fax)

274104 (VOIP)

[mark.lardinois@abm.com](mailto:mark.lardinois@abm.com) | [www.abm.com](http://www.abm.com)

### **ABM. Building Value.**

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**From:** Desnoyers, Andrew [mailto:Andrew.Desnoyers@milwaukeecountywi.gov]

**Sent:** Thursday, February 09, 2017 8:14 AM

**To:** Mark Lardinois <Mark.Lardinois@abm.com>

**Subject:** [EXTERNAL] RE: Milwaukee County Janitorial Bid Clarifications

Hello Mark,

I apologize, but there are three more questions that the evaluators would like to see answered.

1. ABM cost proposal provided staffing hours for each facility, 84,422, needed to achieve service standards. Provide a base staffing plan or work schedule outlining the planned use of full time and part time staffing.
2. Does ABM have Crime Insurance?
3. Does ABM have Environmental Insurance (in the event hazardous materials are brought onsite)?

Please add these questions and answers to your response.

Thank you,

Andy Desnoyers  
Buyer II

Milwaukee County Procurement  
633 W. Wisconsin Ave., Suite 901  
Milwaukee, WI 53203  
414-223-8128

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**From:** Desnoyers, Andrew  
**Sent:** Monday, February 06, 2017 9:06 AM  
**To:** 'Mark Lardinois' <[Mark.Lardinois@abm.com](mailto:Mark.Lardinois@abm.com)>  
**Subject:** Milwaukee County Janitorial Bid Clarifications

Hello Mark,

We are nearing the end of our bid process and our evaluators have a few points they would like clarified. Please look over the attached questions and complete the pricing spreadsheet. We appreciate your quick response to this inquiry.

Thank you,

Andy Desnoyers  
Buyer II

Milwaukee County Procurement  
633 W. Wisconsin Ave., Suite 901  
Milwaukee, WI 53203  
414-223-8128

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (415) 541-7900  Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408  45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):																					
<b>INSURED</b> ABM Industry Groups, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">INSURER A:</td> <td style="width: 40%;">ACE American Insurance Company</td> <td style="width: 10%;">22667</td> </tr> <tr> <td>INSURER B:</td> <td>ACE Property and Casualty Ins. Co.</td> <td>20699</td> </tr> <tr> <td>INSURER C:</td> <td>ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	ACE Property and Casualty Ins. Co.	20699	INSURER C:	ACE Fire Underwriters Ins. Co.	20702	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 11589927**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			XSLG27858788	11/01/2016	11/01/2017	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			ISAH09051302	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			XOOG27910865 002	11/01/2016	11/01/2017	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			SCFC49104376	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 10 different County Building, Milwaukee, WI 53203.

Milwaukee County is included as additional insured as respects general liability and automobile liability as required by written contract with the Named Insured. Waiver of subrogation applies in favor of additional insured as respects general liability and workers compensation as required by written contract with the Named Insured. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers compensation and umbrella policy(ies).

**CERTIFICATE HOLDER****CANCELLATION**

Milwaukee County  
 633 W. Wisconsin Ave., Suite 901  
 Milwaukee, WI 53203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 11569448 issued on 3/16/2017)



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or  
CDBP@milwaukeeCountyWi.gov

### FUNDING SOURCE

☒ Local ☐ State ☐ Federal ☐ Grant If Federally Funded, what percentage? \_\_\_\_\_ %  
Federal Source of Funds: ☐ FAA ☐ FTA ☐ DOT (includes WisDOT) ☐ Other: \_\_\_\_\_

### CONTACT INFORMATION

Contract Administrator: Andrew Desnoyers Phone: 414-223-8128 Date: 8/24/2016  
Email Address andrew.desnoyers@milwaukeeCountywi.gov Agency: Purchasing Org No. \_\_\_\_\_

### PROJECT INFORMATION

Project Name: Facilities Janitorial RFP Project No.: \_\_\_\_\_

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

Janitorial Services for Courthouse, Criminal Justice, Safety, ME, Coggs, Parks Admin, Vel Phillips, CATC, Lapham Buildings

Contracting Opportunities (List NAICS codes): 561210, 561720

RFP/BID will be used (Yes/No) Yes Advertising Date: \_\_\_\_\_ Bid/Proposal Due Date: \_\_\_\_\_

### TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>
	\$ <u>2.5 Million</u>	<u>20</u> %

<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

### APPROVALS

Is county board approval required? ☒ Yes ☐ No Resolution #: \_\_\_\_\_ (attach resolution)

### WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: \_\_\_\_\_

Department/Division Administrator Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### CBDP USE ONLY

Concur with Recommendation yes, or provide the following goals: \_\_\_\_\_ %

This contract is exempt from the DBE goal: ☐ Yes ☒ No

Approved: [Signature]

DBE-12 (07/07/14) Previous Editions Obsolete

Tru Mwololo  
Certification Compliance  
Administrator

Date: 8-24-2016

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

<b>Mail to:</b>		<b>CONTRACT TYPE</b>	
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse		Professional Service - Operating	x
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse		Professional Service - Capital	
Community Business Development Partners, 8th Floor City Campus		Purchase of Service	
		Preliminary	Final
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Facilities Management		115	1151 Page 1 of 2

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
15780		X		
NAME OF VENDOR		ADDRESS		
ABM Onsite Services - Midwest, Inc.		411 E. Wisconsin Ave, Suite 505		
		Milwaukee, WI 53202		
TAX I.D. NO.	EFFECTIVE DATES: begin date      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	05/01/17      04/30/20	36 plus 2 option yrs		\$ 1,249,809.00

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	115	5725			6017		FR10		\$ 447,108.88
2017	2	0001	115	5725			6017		FR12		\$ 63,914.48
2017	3	0001	115	5725			6017		FR19		\$ 191,972.72
2017	4	0001	115	5725			6017		FR17		\$ 18,764.24
								Sub-total from Page 2			\$ 528,048.88
DO NOT USE, SEE NEXT		1684 Form see page 2 for additional entries								Total	\$1,249,809.20

**PURPOSE OF CONTRACT**

The County, through Corporation Counsel on behalf of Facilities Management, in May 2017 is entering into a three year (May 1 2017 - April 30 2020) janitorial services contract with ABM Outside Services - Midwest, Inc. In addition, there are two option years after the initial three year contract. Services will cover the following buildings: Courthouse, Criminal Justice Facility, Safety Building, Medical Examiner's office, Vel Phillips Juvenile Justice Center, Childrens Adolescent Treatment Center, Parks Administration Building, Fleet Highway Management, Marcia P Coggs Human Service Center and Facilities Management West. The total value of the contract not including the two option years is \$5,817,529.16. The amount for the first contract year is \$1,874,713.80. The amount needed for the remainder of 2017 starting May 1 is \$1,249,809.

Was County Board approval received prior to contract execution or contract amendment or extension?

☒

x

If YES, give County Board File No. 16-235

Date Approved

03/17/16

☐

If NO, why is County Board approval not required?

Was Contract **fully** executed prior to work being performed (all signatures received)?

☐ YES ☒ NO

Is Vendor a certified professional service DBE?

☐ YES ☒ NO

Allan Klatt

03/29/17

Prepared By

Date

Accounting Coordinator, Central Business Office

Title

Signature of County Administrator

Date

Title

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

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DAS - Facilities Management		115	1151 Page 2 of 2

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2017	7	0001	115	5739			6017		FR19		\$ 69,715.84
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								Sub-total - page 2			\$ 528,048.88

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Allan Klatt

03/30/17

Prepared By

Date

Accounting Coordinator, Central Business Office

Title

Signature of County Administrator

Date

Title

## Certificate Of Completion

Envelope Id: A9101C2A1CC74D139A22FF2DDA7C729C

Status: Completed

Subject: Please DocuSign: ABM Janitorial Contract FINAL.docx, Janitorial Services RFP.pdf, ABM- submissi...

Source Envelope:

Document Pages: 285

Signatures: 8

Envelope Originator:

Supplemental Document Pages: 0

Initials: 0

Stephanie Gulizia

Certificate Pages: 6

AutoNav: Enabled

Payments: 0

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

sgulizia@milwcnty.com

IP Address: 204.194.251.3

## Record Tracking

Status: Original

Holder: Stephanie Gulizia

Location: DocuSign

3/27/2017 9:43:02 AM

sgulizia@milwcnty.com

## Signer Events

### Signature

### Timestamp

Blake Ahrens

Blake.Ahrens@abm.com

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Blake Ahrens*  
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Sent: 3/27/2017 9:49:22 AM

Viewed: 3/27/2017 10:13:52 AM

Signed: 3/27/2017 10:14:46 AM

Using IP Address: 12.45.148.100

Electronic Record and Signature Disclosure:

Accepted: 3/27/2017 10:13:52 AM

ID: 0c6e0a76-93fa-4444-a74f-55b56e0836e8

Jeremy Theis

jeremy.theis@milwaukeecountywi.gov

Director of Facilities Management

Milwaukee County

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Jeremy Theis*  
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Viewed: 3/27/2017 10:18:41 AM

Signed: 3/27/2017 4:02:55 PM

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Paul Schwegel

paul.schwegel@milwaukeecountywi.gov

Safety Manager

Milwaukee County

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Paul Schwegel*  
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Sent: 3/27/2017 9:49:22 AM

Viewed: 3/29/2017 10:21:35 AM

Signed: 3/29/2017 10:44:53 AM

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Rick Norris*  
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Sent: 3/27/2017 9:49:22 AM

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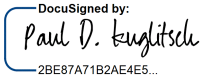
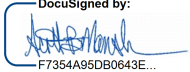
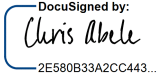
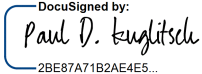
Signed: 3/27/2017 9:52:11 AM

Using IP Address: 65.28.168.25

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Signer Events	Signature	Timestamp
Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 <p>DocuSigned by: Paul D. Kuglitsch 2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	Sent: 3/29/2017 10:45:04 AM Viewed: 3/30/2017 11:36:16 AM Signed: 3/30/2017 11:36:54 AM
Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 <p>DocuSigned by: Scott B. Manske F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.3</p>	Sent: 3/30/2017 11:37:02 AM Viewed: 3/31/2017 11:00:52 AM Signed: 3/31/2017 11:12:31 AM
Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 <p>DocuSigned by: Chris Abele 2E580B33A2CC443...</p> <p>Using IP Address: 204.194.251.5</p>	Sent: 3/31/2017 11:12:37 AM Viewed: 3/31/2017 2:48:47 PM Signed: 3/31/2017 2:48:57 PM
Paul D. Kuglitsch corpcounselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	 <p>DocuSigned by: Paul D. Kuglitsch 2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	Sent: 3/31/2017 2:49:06 PM Viewed: 3/31/2017 4:09:32 PM Signed: 3/31/2017 4:09:47 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2017 2:49:06 PM
Certified Delivered	Security Checked	3/31/2017 4:09:32 PM
Signing Complete	Security Checked	3/31/2017 4:09:47 PM
Completed	Security Checked	3/31/2017 4:09:47 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

#### **To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

#### **To request paper copies from Wisconsin Milwaukee County**

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#### **To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

	1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.