



HVAC Equipment,
Installation, Service,
Building Control Systems
& Related Products and
Services

Solicitation Number: 32-21

Presented to:
National Cooperative
Purchasing Alliance (NCPA)

Presented by:
ABM Building Services, LLC

NOV
18
2021



ABM Building Services, LLC

Michael Roberson
General Manager

5701 General Washington Dr. Suite J
Alexandria, VA 22312
800.791.7088
Michael.Roberson@abm.com

November 18, 2021

NCPA

Re: Solicitation No. 32-21

Members of Region 14 ESC,

ABM Building Services, LLC (ABM) is pleased to provide this proposal to NCPA for HVAC Services. ABM provides the convenience of a single point of contact for all locations in the NCPA Portfolio delivered through the ABM network of highly skilled local HVAC Service Providers.

ABM "White Glove" Account Management provides Region 14 ESC and local facility managers with:

Product Neutrality

ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.

Procurement Leverage

As one of the world's largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.

Ongoing Support

ABM is a service contractor. This is why we are uniquely qualified in the existing buildings market to provide not only energy retrofits but also comprehensive service agreements to maximize equipment life expectancy and energy efficiency.

Consistent Service Delivery

Providing quality preventive maintenance is a reoccurring cost savings model that ABM clients have thrived on because it is sustainable over time. ABM is part of the Linc Service network, and our clients benefit from a perfected operating system that has been tested and proven for over 40 years.

As we have with every past client, ABM will meet and exceed your expectations with our dedicated personnel, innovative processes and technology, and commitment to client satisfaction. Our entire organization stands behind this response and all of the commitments made to Region 14 ESC.

If there is any additional information I might provide, please don't hesitate to call or write. All of us at ABM are ready to put our solutions to work for you.

Sincerely,

A handwritten signature in blue ink that reads 'Michael Roberson'.

**Michael Roberson,
General Manager**

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TAB 1 – MASTER AGREEMENT GENERAL TERMS AND CONDITIONS

General Terms and Conditions

- Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in

which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
 - It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
 - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
 - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
 - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when

oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

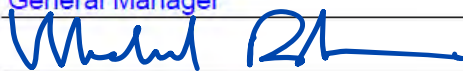
- Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average FillRate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)

- Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
- Other factors relevant to this section as submitted by the proposer
- References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
 - Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- Value Added Services Description, Products and/or Services (10 points)
 - Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>ABM Building Services, LLC</u>
Address	<u>5701 General Washington Dr. Suite J</u>
City/State/Zip	<u>Alexandria, VA 22312</u>
Telephone No.	<u>800-791-7088</u>
Fax No.	<u>N/A</u>
Email address	<u>Michael.Roberson@abm.com</u>
Printed name	<u>Michael Roberson</u>
Position with company	<u>General Manager</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and ABM Building Services, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 02-122, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
ABM Building Services, LLC	22312	VA	TBD	TBD

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

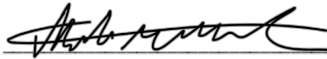
Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: December 13, 2021

Vendor:

ABM Building Services, LLC
 Name: Michael Roberson
 Title: General Manager
 Address: 5701 General Washington Dr. Suite J
Alexandria, VA 22312
 Signature: 
 Date: 11/18/2021

NCPA Registered Vendor Quotation Number

RFP responders may with the participating members agreement utilize NCPA's quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date 11/18/2021

RFP Number 32-21

Company Name ABM Building Services, LLC

Printed Name Michael Roberson

Signature 

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Sugar Land, State of TX

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>Facilities Services - HVAC</u>

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**

Contact Person: Jennifer Lee

Title: Administrator

Company: ABM Building Services, LLC

Address: 14141 Southwest Freeway, Suite 477

City: Sugar Land State: TX Zip: 77478

Phone: 713-776-5100 Email: jennifer.lee@abm.com

▪ Purchase Orders

Contact Person: Jennifer Lee
 Title: Administrator
 Company: ABM Building Services, LLC
 Address: 14141 Southwest Freeway, Suite 477
 City: Sugar Land State: TX Zip: 77478
 Phone: 713-776-5100 Email: jennifer.lee@abm.com

▪ Sales and Marketing

Contact Person: Billy Hall
 Title: Project Sales & Business Development
 Company: ABM Building Services, LLC
 Address: 5701 General Washington Dr. Suite J
 City: Alexandria State: VA Zip: 22312
 Phone: 240-267-0411 Email: billy.hall@abm.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

GENERAL

1. Company's official registered name.

ABM Building Services, LLC, a wholly-owned subsidiary of ABM Industries Incorporated.

2. Brief history of your company, including the year it was established.

ABM began as a modest window cleaning business in San Francisco back in 1909. The Company enjoyed the next few years growing its window washing business into a complete janitorial services company. In 1920, on the strength of founder Morris Rosenberg's strong customer relationships with several prominent owners of office buildings and movie theaters on the Pacific Coast, the company opened offices in Los Angeles, Portland and Seattle. By 1932 ABM had roughly 1,500 employees, and clients that included banks, theaters, office buildings, department stores and one university

By the end of World War II, the company had opened 17 new offices in the United States and Canada. New branches included: Dallas, Detroit, New York, Miami, Houston, Minneapolis and Toronto. By the mid-1960's Ampco Auto Parks became the newest subsidiary of the company. ABM then, through acquisition, added a mechanical services subsidiary, thus becoming an integrated facilities service provider. In 1994 to reflect the diversification of American Building Maintenance Industries into complete facility services, the company's name was changed to ABM Industries Incorporated.

ABM has grown significantly over the past decade through a focused acquisition strategy. Over the past few years, ABM has completed several acquisitions which have strengthened our international, national and regional service footprint. In 2010, the acquisition of the Linc Group transformed and enhanced our engineering and energy businesses. In 2012, acquisitions of Aircserv and HHA expanded our services in the Healthcare and Aviation industries. Recent acquisitions of GBM in 2014 and Westway in 2016 expanded our janitorial, security and engineering services into the United Kingdom. In September 2017, ABM completed the acquisition of GCA Services Group. In 2018 we were named the 44th largest employer of the Fortune 500.

With just a mop and a bucket, thirty-one-year-old Morris Rosenberg's pioneering efforts began an organization that stands today as one of the largest and most successful of its kind. His ambition, hard work, and vision paved the way to the facility services industry as we know it today.

3. Company's Dun & Bradstreet (D&B) number.

00-691-1622

4. Corporate office location.

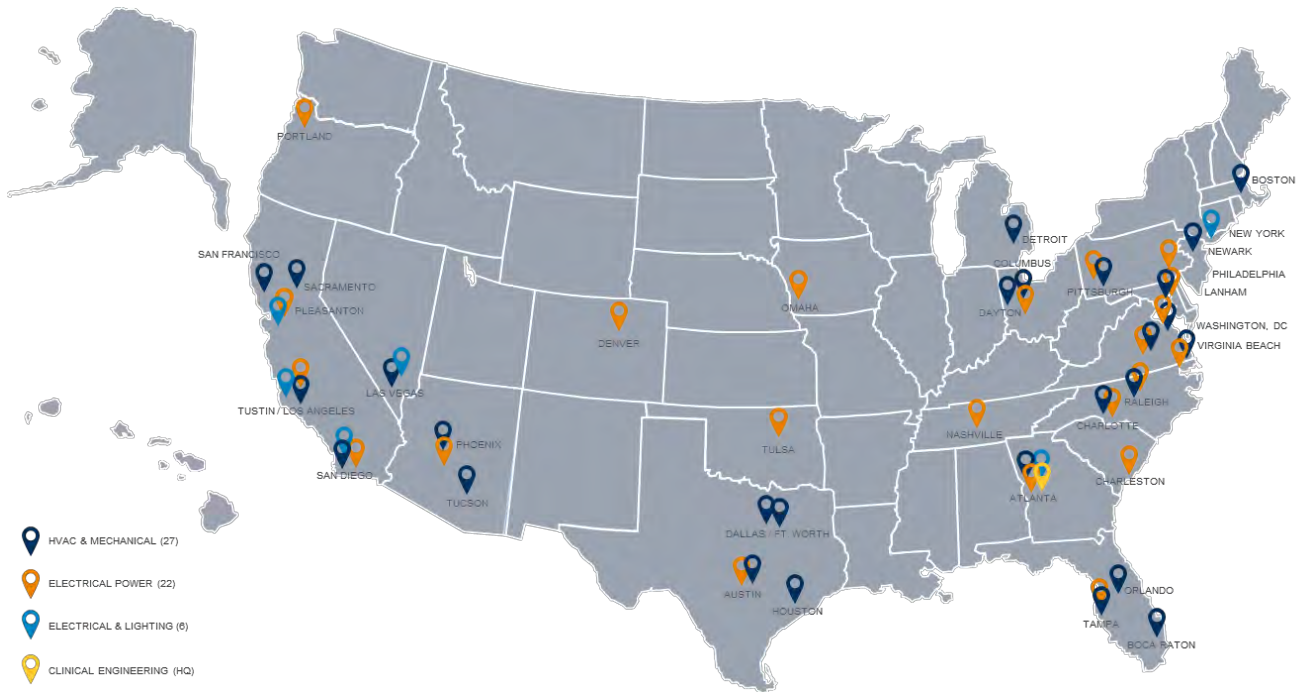
One Liberty Plaza, 7th Floor, New York, NY 10006

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

Team Members	
Role	Headcount
Staff & Management	8,451
Front Line	92,393
Technician	2,708
Engineer	1,238
Current Total Headcount	100,844

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

ABM Technical Solutions has over 50 branch office locations for High Performance Building Consulting, Utility Management Solutions and Smart Technology related services.



EAST - HVAC & Mechanical Contacts		
General Manager	Address	Phone / Email
Todd Pierson	1005 Windward Ridge Parkway Alpharetta, GA 30005	770.752.9777 Todd.Pierson@abm.com
	12040 Indian Creek Court Beltsville, MD 20705	301.210.3528
Brandon Stateler	3260 NW 23rd Ave. Suite 100E Pompano Beach, FL 33069	949.613.1005 Brandon.Stateler@abm.com
Dave O'Brien	59 Inner Belt Road Somerville, MA 02143	617.591.6600 Dave.Obrien@abm.com
	6541 Meridien Drive, Suite 113 Raleigh, NC 27616	919.877.1008
Todd Fisher	1817 O'Brien Road Columbus, OH 43228	614.771.5462 Todd.Fisher@abm.com
Todd Fisher	2360 W Dorothy Lane, Suite 208 Dayton, OH 45439	937.293.5462 Todd.Fisher@abm.com
Tom Pierce	1775 Crooks Road, Suite B Troy, MI 48084	248.895.8149 Tom.Pierce@abm.com
Pete Agnello	242 Old New Brunswick Road, Suite 430 Piscataway, New Jersey 08854	908.259.3426 Pete.Agnello@abm.com
Brandon Stateler	4150 Church Street, Suite 1000 Sanford, FL 32771	949.613.1005 Brandon.Stateler@abm.com
Richard Phelps/TBD	501 Technology Drive, Suite 3000 Canonsburg, PA 15317	724.873.2966 Richard.Phelps@abm.com
	3600 Woodpark Blvd, Suite G Charlotte, NC 28206	704.788.2380
Glenn McDearmon	3711-3717 Saunders Avenue Richmond, VA 23227	804.254.5790 Glenn.McDearmon@abm.com
Wesley Patterson	9326 Florida Palm Drive Tampa, FL 33619	813.654.9000 Wesley.Patterson@abm.com
John Crane	814 Greenbrier Circle, Suite E Chesapeake, VA 23320	757.819.1248 John.Crane@abm.com
	5701 General Washington Drive, Suite J Alexandria, VA 22312	703.370.5850

WEST - HVAC & Mechanical Contacts		
General Manager	Address	Phone / Email
John Yeats	4221 Friedrich Lane, Suite 170 Austin TX 78744	512.918.2781 John.Yeats@abm.com
Rob Rosenberg	4100 Amon Carter Blvd. 112 Fort Worth, TX 76155	817.239.7665 Robert.Rosenberg@abm.com
Larry Harshaw	6120 W by NW Blvd, Suite 100 Houston, TX 77040	713.695.2400 Larry.Harshaw@abm.com
Kory Reeves	6480 S Cameron Street, Suite 303 & 304 Las Vegas, NV 89118	702.260.7012 Kory.Reeves@abm.com
Kory Reeves	2631 S Roosevelt Street Tempe, AZ 85282	602.437.8110 Kory.Reeves@abm.com
Rick Cooke	5725 Alder Avenue Sacramento, CA 95828	916.381.4526 Rick.Cooke@abm.com
Mike Moriarty	3585 Corporate Court San Diego, CA 92123	858.279.1300 MMoriarty@abm.com
Bruce Wright	6200 Goodyear Road Benicia, CA 94510	707.746.5693 BWright@abm.com
Vishal Gupta	14201 Franklin Avenue Tustin, CA 92780	949.330.1555 Vishal.Gupta@abm.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales

Contact

www.linkedin.com/in/john-isherwood-a739173 (LinkedIn)

Top Skills

Cross-functional Team Leadership
Strategic Planning
Program Management

John Isherwood

Regional Vice President Sales ABM | Technical Solutions
Pittsburgh

Experience

ABM Industries
Regional Vice President Sales ABM | Technical Solutions
August 2021 - Present (4 months)
Canonsburg, Pennsylvania, United States

Honeywell
24 years

Industrial Vertical Sales Leader
January 2021 - July 2021 (7 months)
Pittsburgh, Pennsylvania, United States

Industrial Vertical Sales Leader - 2021

- Responsible for developing and executing the regional strategy for orders growth and margin expansion of a ~\$40M business
- Lead, coach, and mentor a team of ~11 Vertical Focused Account Managers

Regional Sales Director - Central Region Service
October 2019 - December 2020 (1 year 3 months)
Pittsburgh, Pennsylvania, United States

Regional Sales Director - Central Region Service, 2019-2020

- Responsible for developing and executing the regional strategy for orders growth and margin expansion of a ~\$100M business
- Lead, coach, and mentor a team of ~22 Sales Managers, Account Managers, and Business Consultants

District Sales Leader
August 2014 - October 2019 (5 years 3 months)
Pittsburgh, Pennsylvania, United States

District Sales Leader

District Sales Leader responsible for business development, sales processes (Honeywell Management Operation System - MOS) and sales skills (how to sell and what to sell) leading a high performing sales team focused on managing existing customers while achieving the financial goal of the annual operating plan. Partner local with global general managers and line of business owners to develop, communicate and implement strategic plans to enable their businesses to grow faster than their markets.



Started with 5 sales professionals and now managing 15 and one solution advisor.

- Results oriented approach to sales. First year in role delivered 16% growth over annual operating plan and second year 25% growth YoY growth and exceeded operating plan (AOP).
- Provide strategic sales growth direction to drive sales, geographic expansion and increase market share in all assigned territories through your involvement on Account Plans, Technology Road Maps, Impact Reviews and Funnel Management
- Compliance to all behaviors to the business with SalesForce and drive adoption all features and functions of the system for funnel accuracy

Market Manager

August 1997 - August 2014 (17 years 1 month)

Education

University of Wisconsin-Madison

b. Sales Support**Contact**

www.linkedin.com/in/billy-hall-829a12113 (LinkedIn)

Top Skills

Sales Operations
New Opportunities
Sales & Marketing

Billy Hall

Business Development Manager at ABM(Mid-Atlantic Region)
Washington

Summary

Experienced Key Account Manager with expertise in Industrial Engineering, Business Development, & Strategic Planning.

Experience

ABM Industries

Business Development Manager(Mid-Atlantic Region)
August 2021 - Present (4 months)
Washington, District of Columbia, United States

Responsible for business development covering the Mid-Atlantic Region for ABM

ZIEHL-ABEGG Inc.

Regional Sales Manager(Northeast Region)
October 2016 - July 2021 (4 years 10 months)
Washington, District of Columbia, United States

Fort Sill National Bank

Operations Manager
January 2016 - June 2017 (1 year 6 months)
Charlotte, North Carolina Area

Debtworks

Financial Planning Manager
January 2007 - January 2015 (8 years 1 month)
Greater Atlanta Area

Education

University of Arkansas at Pine Bluff
Bachelor of Science - BS, Industrial Engineering · (2000 - 2005)

c. Marketing

Cary Bainbridge

Senior Vice President, Chief Marketing Officer

Cary currently serves as Chief Marketing Officer for ABM. As part of the executive team, she is focused on ensuring tight integration between sales, marketing, communication, operations, brand, and culture. She oversees all strategic planning, market and client research, creative services, and outbound and inbound marketing.

In her 15 years with ABM, Cary has led both corporate and business-segment marketing and sales operations teams. She was a core driver of the ABM brand transformation and has overseen the brand integrations of 20+ acquisitions. Prior to ABM, Cary held marketing leadership roles at The Winter Group of Companies and MCI WorldCom. She has a Bachelor of Arts degree in Communications from Mercer University and serves on the governing body for the Atlanta CMO Executive Summit. Cary is also an active supporter of CHOA Sibley Heart Center.

d. Financial Reporting

Earl Ellis, CPA

Executive Vice President and Chief Financial Officer

As Executive Vice President and Chief Financial Officer, Earl Ellis is responsible for planning, implementation, management and control of all financial-related activities for ABM. He oversees the accounting and financial reporting functions with a focus on effectively operating the company's cost control systems, in accordance with GAAP, and ensuring appropriate accounting control procedures. Earl is a seasoned finance executive, who joined ABM from Best Buy Co., where he held several executive positions across finance, including Chief Financial Officer of Best Buy Canada and Senior Vice President of Finance in the U.S. Prior to Best Buy, Earl had executive leadership positions at several other public companies, including Canadian Tire and Campbell Soup Company. Earl has a Bachelor's in Management Economics from the University of Guelph.

Contact

www.linkedin.com/in/jason-parfitt-cpa-b1420a35 (LinkedIn)
www.abm.com (Company)
www.kappasigma.org/ (Other)

Top Skills

Finance
 Investments
 Microsoft Excel

Languages

English (Native or Bilingual)

Certifications

Certified Public Accountant

Jason Parfitt, CPA

Real estate investor and financial expert
 Fulton

Summary

- Licensed Certified Public Accountant in the State of Maryland
- 9+ years' experience in accounting management, financial reporting in the construction and facility services industries
- Master of Science, Accounting and Financial Management, University of Maryland, UC
- Bachelor of Science, Finance, University of Maryland, CP
- Technical Expert in JD Edwards, Corrigo, SAMPro Enterprise (Data Basics) ERP software, Peachtree, QuickBooks and Microsoft suite.

Experience

ABM Industries

Director of Accounting

May 2015 - Present (6 years 7 months)

Beltsville, MD

- Developed a team of accounting professionals including hiring, goal setting, performance management and training.
- Over site of all monthly, quarterly and year-end financial reports in accordance with GAAP and presented monthly to executive management.
- Managed the multi-department process team through the development of corporate operational processes, streamlining efficiency and building internal controls.
- Presented and explained variances between budgeted and actual results and provide corrective action recommendations to the executive team
- Assisted internal and external auditors with requests during reviews and audits
- Subject matter expert for JD Edwards, Insight, Sharepoint, Alliance Work Order Management, and Microsoft Office software packages
- Implemented multiple database conversions
- IT specialist for a team of 170 people, including cell phones, laptops and all software applications

Facility Support Services

Director of Accounting

October 2011 - May 2015 (3 years 8 months)

Beltsville, MD

- Developed and presented monthly financial statements, WIP reports, and trend analysis to the executive team.
- Supervised day-to-day accounting including accounts payables, accounts receivables, and collections.
- Filed monthly sales and use tax returns for CTS Services, Facility Support Services, and Mechanical Package Systems.
- Performed general ledger updates, balance sheet adjustments, bank reconciliation, and depreciation/amortization schedules using Data-Basics and Peachtree software.
- Promoted from Intern to Staff Accountant to Accounting Manager

**Northwestern Mutual
Financial Representative**

March 2011 - October 2011 (8 months)

- Built a network of potential clients with over 500 prospects through networking in the community.
- Formally trained in life insurance, disability insurance, retirement vehicles, and investments.
- Completed and passed the Maryland Life and Health Insurance exam and trained for Series 7 and Series 63.

Education**Loyola University Maryland**

Executive Education Program, Leadership Essentials · (2017 - 2018)

University of Maryland University College

Master of Science, Accounting and Financial Management · (2011 - 2014)

University of Maryland - Robert H. Smith School of Business

Bachelor of Science, Finance, Leadership Studies · (2007 - 2011)

Atholton High School

Diploma · (2003 - 2007)

e. Executive Support

Contact

www.linkedin.com/in/richardphelps3 (LinkedIn)

Top Skills

HVAC
Energy Management
HVAC Controls

Honors-Awards

Diamond Award Winner - 2010, 2011, 2012
2015 - 2nd Place Contractor of the Year, ABM Building and Energy Solutions
2012 - 2nd Place Contractor of the Year, ABM Building and Energy Solutions
2017 - 2nd Place Contractor of the Year, ABM Technical Solutions
2019 2nd Place Contractor of the Year, 1st Place Sales Performance

Richard Phelps

Regional VP at ABM Building Solutions
Pittsburgh

Summary

I am honored to lead an outstanding team at ABM. Through our collective efforts, we have been able to assist public and private sector clients to develop financial solutions and address critical infrastructural needs. These solutions are implemented with guaranteed outcomes and accomplished through reallocation of existing resources. In the public sector (schools, cities, counties) this is completed without any increase in taxes or government aid.

Our goals include making a difference, every person, every day, and exceeding our client's expectations

Experience

ABM Building Solutions
Regional VP
2000 - Present (21 years)

Helping organizations in the development of fiscal strategies to generate capital from their existing operating budgets.

This capital can then be used to address the facility needs of the organization.

Education

Allegheny College
· (1996 - 2000)

Honeoye Falls - Lima
· (1992 - 1996)

8. Define your standard terms of payment.

ABM's standard payment terms are Net 30 days, but ABM will work to accommodate Region 14 ESC's specific needs.

9. Who is your competition in the public marketplace?

In providing Technical Solutions, our competitors are Honeywell, Climatec, Johnson Controls, Siemens, AMARESCO and NORESCO.

12. What is your strategy to increase market share in the public space?

International Market Share

ABM operates on five continents. We work within our government subsidiaries, franchise networks and global alliances to leverage the relationships established throughout our different sectors to support our clients and their operations.

In recent years, we've reinforced our position in Europe through several strategic acquisitions that have increased our geographic service coverage and bolstered our higher margin vertical market solutions. Our request acquisitions of Westway, GMB and OmniServ have been a natural fit, in line with our long-term strategic vision. Building upon our Aviation vertical through OmniServ and the GBM acquisition, recently rebranded as ABM U.K., our most request acquisition of Westway allows ABM to expand into market adjacencies and deliver complete solutions, including deep technical services, to our clients in Northern Europe.

While we do not directly provide services in South America, we leverage our partnerships with other leading facility management service providers with whom we have developed long-standing, previous business relationships. We ensure, through our management structures, our global partnership programs are reinforced to comprise ABM standards.

Through our international and government subsidiaries, we perform a select number of facility services in parts of Africa, the Middle East and Asia.

13. What differentiates your company from your competitors?

Core Business

We are the only organization fully dedicated to facilities maintenance. This is our core business which allows us the ability to act as an extension of <<ClientName>>'s facilities team.

Self-Performance

We self-perform more services than any of our competitors—delivering greater service quality, safety, and compliance—at a lower cost. This model ensures business continuity with service delivery back-up to our account dedicated team from our variable technical solutions and specialty services groups.

Product Neutrality

ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.

Procurement Leverage

As one of the world's largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.

Support Network

ABM is the only global facilities management organization with a fully established “built-in” support network with Specialty Services, Technical Solutions, Branch Network and On-Demand vendor management platform.

The ABM Way

Our Operations Playbook strengthens site operations by formalizing and communicating corporate standards that reduce liability due to non-compliance and allow the organization to internally benchmark best practices based on agreed upon Key Performance Indicators (KPIs).

14. Briefly summarize your company’s Quality control/Quality assurance program.

A Customer Care Advocate who works in conjunction with the Account Manager, will be a single point of contact for summary contractual billing. This team enables Region 14 ESC access to a large network of resources assigned to support your service requirements. With the oversight of the Account Manager, our National Account Program ensures predictable, consistent quality service is delivered regardless of the geographical location of specific sites. This account management team will oversee all service and ensure ABM compliance with your contractual expectations.



15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

ABM is not involved in any major litigation that would impact our ability to provide timely service to Region 14 ESC.

With approximately 100,000 employees and thousands of client sites across the country, it is very common for ABM to be involved in legal actions. 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 our ability to provide timely services to Region 14 ESC.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

Cost Reduction

We lower the total cost of ownership by passing savings to our customers so they can spend valuable capital and time on their core business instead of HVAC equipment or lights.

OpEx (or capital) Financing

On average, the project financing available through the ABM Technology Subscription projects 5% lower than our client's hurdle rate.

Optimization Services

Continued optimization strategies like HVAC retro-commissioning and controls save 10-15% on your energy bill.

Procurement

With ABM's scale, our vendor partnerships, and off-cycle procurement, on average, we can generate 20% savings on equipment procurement.

HVAC and Indoor Air Quality

Modifications might help reduce the spread of pathogens and contaminants by purifying air, improving ventilation, and managing air flows and reduce energy spend by as much as 10%.

Emergency Repair Avoidance

Proactive monitoring can result in a 20% reduction in repair spend.

Rebate Management

Rebate processing and management with the utility to get all the available rebates for a project-- lowering project costs as much as 40%.

Technical Expertise

Engineers and pre-qualified partners create cash flow positive projects and address critical infrastructure improvements.

PRODUCTS

17. What is the reputation of your company's products in the public marketplace?

ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.

18. Indicate your company's ability to provide temporary cooling when needed.

ABM is able to provide temporary cooling at any facility through our 24 hours call center service in cases of emergency or as planned part of a project.

19. What equipment/system support documents will your company provide?

At the completion of every project, ABM submits a set of "as-built" drawings, operation manuals, maintenance manuals, commissioning report, and a list of recommended spare parts. ABM also provides training for onsite facility personnel to familiarize staff with operations and maintenance (O&M) procedures for all new equipment and/or software installed in the project.

20. Identify the process of receiving a purchase order to the ordering of equipment.

We will use Alliance CMMS systems to manage parts and equipment supplies. Each PM tasking is clearly described with the type of equipment or part to be replaced or serviced. This helps ABM order parts and equipment proactively ahead of time at a better cost instead of a last-minute costly order.

21. Describe your company's shipping schedule notification procedures.

ABM works closely with customers and clients through our Operations Center to ensure that materials arrive on site or at an agreed upon location and time.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Since we have continued communication, we notify the customer as soon as possible and coordinate activities with vendors and shippers to reschedule as best meets the client's needs.

23. Provide your shipping schedule reporting form. How many times do you update?

ABM has continual shipping and receiving on location or customer site depending on product locality and type of shipment tracking varies.

24. How many products do you stock? Where?

Inventory Control

ABM uses "The Right Size Inventory" approach – a combination of various techniques and technologies consisting of the following:

Minimum Inventory Level

For some consumables such as grease, refrigerants, and chemicals and parts such as screws, wires, and cables, a minimum inventory level of 5% or 10% is always kept at the site. The inventory level is determined based on the rate of consumption, availability, delivery, and lead time.

Inventory Control Using MTBF / MTBR / MTBM

The right size inventory level is determined using Mean Time Between Failures (MTBF), Mean Time Between Repairs (MTBR), or Mean Time Between Maintenance (MTBM) data. For example:

- The inventory level of fan blades for a cooling tower is determined by MTBF
- The inventory level of the modulator motors in control systems is determined by MTBR
- The inventory level of smoke detectors or batteries in smoke alarm systems is determined using MTBM

Strategic Partnership

The right size inventory control also requires incorporating strategic partners into the program and supplying the expendables and consumables at the best/optimum cost and with the least interruptions.

Equipment and Tools Management

The right size inventory approach includes maintaining the right number of tools and equipment at the site. ABM provides basic tools to its staff to perform day to day jobs as well as specialized tools/meters/equipment if necessary.

25. What is your percentage of on-time delivery at each manufacturing plant?

N/A

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

Due to the unique nature of work and services provided by ABM, we do not have the ability to offer direct order entry. We will, however, work diligently and quickly with you to ensure that your needs are met, services rendered, and projects completed.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

Yes.

28. If your product is defective, what is the replacement process and turnaround?**Functional Guarantees**

What do we mean by equipment functional guarantee?

We understand that your business needs light and a comfortable environment to enable your core business. We also understand the functionality and reliability of your energy systems keeps you up at night. Whether you are managing one location or multiple locations you are constantly faced with the possibilities of your equipment malfunctioning and impacting your business. ABM’s SparkOS Functional Guarantee is designed to eliminate that risk for you and give you peace-of-mind.

Once on our platform, if your systems are not performing as designed, we will identify and resolve any issues within predetermined time frames. If we are unable to resolve issues within the allowed time, your monthly payment will be reduced proportionally until such problems are resolved. This means you never pay for the services unless they are delivered and delivered as guaranteed.

How is this different from a savings guarantee and why is it better?

Savings guarantee can restrict how the equipment is used, taking away customer’s control over the use of their equipment/condition of their indoor environment.

Any associated savings with the project can be expected to be met as long as the equipment is functioning as it’s designed and guaranteed to. However, guaranteeing function, rather than savings, will allow for continued and full control of your building operations. A functional guarantee covers the equipment regardless of how and when you need to access it while allowing you to capture 100% of the associated savings.

29. What is the capability of your company to respond to emergency/rush orders?

Trouble Calls

ABM manages the dispatch process for all trouble calls through the work order control module of its Alliance CMMS. This module allows quick entry of work requests as received. The system is configured to allow fast response to those requests. ABM’s goal is 100% accountability for site labor. Scheduled work, such as projects, predictive and preventive maintenance, and unscheduled work, such as breakdown repair, are tracked through the system. Meticulous and timely work order administration, combined with periodic internal reviews and audits, ensure the records are both accurate and up to date. The database can then be used effectively to report activity and backlog to management, assisting them with workflow control and with the proper charging of the cost for work performed against appropriate cost centers.

All request for services via a phone call or email from Region 14 ESC go directly to the Customer Care Center. As calls/emails are received, a work order is opened in Alliance, which is time and date stamped. The Customer Care Center dispatches the appropriate technician to the client site and upon receipt of a verified ETA (estimated time of arrival), the Customer Care Center communicates the ETA to the client



and reconfirms the technician is on-site within the ETA that was established. Upon completion of the work, the Customer Care Center contacts the client to confirm the work was completed to the client's satisfaction. After completion of the work, the Customer Care Advocate completes an internal audit of the service work order and formally closes the work order for final processing.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.

31. Describe your procedures to monitor the quality of your products.

ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

ABM offers extended parts and labor warranties to meet customer needs. Emergency service begins with a ninety (90) day warranty on parts and labor. Projects begin with one (1) year from date of completion. ABM is able to work with the customer and client needs to ensure warranty timeline meets your requirements.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

Dorchester County Public Schools, City of Virginia Beach Public School, Fauquier County Public Schools, have extended labor coverage through their unique Bundled Energy Solutions contracts. ABM guarantees these contracts depending on the length and terms of each unique arrangement.

34. What is your standard warranty on Building Automation Controls?

Emergency service begins with a ninety (90) day warranty on parts and labor. Projects begin with one (1) year from date of completion. ABM is able to work with the customer and client needs to ensure warranty timeline meets your requirements.

35. What is your standard warranty on replacement parts?

Emergency service begins with a ninety (90) day warranty on parts and labor. Projects begin with one (1) year from date of completion. ABM is able to work with the customer and client needs to ensure warranty timeline meets your requirements.

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

All contracts and service order are tracked and entered through ABM's Alliance and JDE software. This software houses customer, site, and equipment information.

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

N/A

SERVICES

38. Describe your company’s Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

We have a 24/7/365 national customer service department based in Houston, Texas.

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

ABM’s escalation process is maintained within our work order system. When we receive your work orders, the system automatically assigns the work order to the appropriate ABM staff member and sends that staff member an immediate email. For emergencies, the system also sends a copy of the work order to the ABM Account Manager and ABM local management.

ABM’s Client Care Center provides “warm hand-off” for emergency work orders 24/7. To be specific, the Client Care Center will phone the appropriate ABM staff member to alert the staff member to the emergency work order. If the Client Care Center cannot reach the primary ABM staff member, the Client Care Center will move up the system-maintained escalation list until a person is reached in real-time. At ABM, we provide a single contact point to our customers and leverage our Client Care Center to handle the escalation 24/7.



40. Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.

Problem Resolution

The Construction Manager has complete onsite project authority to resolve construction problems, including the ability to allocate resources, settle conflicts, and initiate corrective actions to resolve a problem. Project performance bonds are used to ensure sub-contractor lack of performance will not impact overall project quality, and the Construction Manager has a pre-qualified list of subcontractors in the event a substitution is required.

41. Please describe the quality program(s) within your company which measures your service work.

Customer Experience Program

The Customer Assurance, Review and Evaluation Program (CARE) ensures a world-class experience that exceeds our client’s expectations. When you are working with ABM, you are working with the best provider of proven technical solutions in the industry. The goal of this program is to ensure the ABM team exceeds that goal.

We want to continue strengthening relationships with our business partners, so we encourage clients to provide us with feedback. Your ideas, comments, and suggestions are very valuable because they assist us with continuous improvement.

Our C.A.R.E. program by design will:

- Enhance the dialogue between your representatives and ours about the services we are providing
- Demonstrate how we’ve gone above and beyond the program contract
- Reinforce your purchase decision
- Solidify the value of our offerings such as efficiency, prompt responsiveness, and superior quality
- Review your needs, and determine if there are additional services that can benefit you
- Prepare you for ABM’s Listen 360 survey request

Region 14 ESC will receive:

- Contact by a Client C.A.R.E. Advocate
- Appropriate contact information during the multiple phases of the project
- Prompt, and courteous responses
- Thorough understanding of process and steps
- Notification of changes, delays, or program challenges
- Proactive correspondence
- Assistance with questions or concerns throughout the project

What is Listen360?

- A cloud-based customer loyalty and retention solution, using Net Promoter Score principles.
- Customer loyalty is the measure of a client’s sentiment over time; it’s NOT the same as satisfaction
- Loyal clients are the key driver for top-line growth
- Client retention, as measured by repeat business ensures long term profitability for both contractor and client

What to expect:

- You will receive a branded ABM email with instructions to complete a brief survey
- If the survey is not received, a C.A.R.E. Representative will contact you directly

Why we do this:

- Client loyalty is our goal
- Candid feedback from our clients is our motivation for process improvements
- We value your recommendations
- Honest feedback is the best feedback

42. List your company’s standard scope of work performed for preventative maintenance visits.

How ABM Works with You

ABM can be a seamless extension of your internal facilities and energy teams; a single point of accountability, support, and expert implementation to ensure reliability and savings. We partner with customers to understand needs and implement strategies to meet organizational goals.



Preventive Maintenance

ABM offers preventive maintenance and repairs for Region 14 ESC’s heating, air conditioning, and electrical power needs. Our program offers fully customized plans for your facility with 24/7 emergency service & repairs included in guaranteed plans.

- Transparent reporting and responsive communications through multi-platform apps
- Refrigerant Management & expert training ensure compliance & workplace safety
- Indoor Air Quality Testing helps maintain healthy, productive environments for your people
- Monitoring & Recording Maintenance Tasks

Upon the completion of setting up the preventive maintenance program, our team assumes operational control. To ensure the proper level of maintenance, we assign each component a criticality factor to ensure the right things get done first. Service Levels and Corrective Action Resolution.

44. Describe your call center organization.

Call Center Standards

ABM Facility Support Services' headquarters is currently located in a state-of-the-art facility that houses its main offices, and a National Operations Center that contains the necessary systems to efficiently manage our operations throughout the country. We are additionally supported by off-site teams to ensure redundancy in the event of disaster recovery. Through the use of technology, we can provide real-time information on the status of repairs and maintenance of your facility with 24/7/365 experienced personnel manning the facilities.

ABM has strategically located offices nationwide with such a robust service department we are able to response to any service call within 2 hours. We response to emergency calls 24 hours a day, 7 days a week, 365 days a year. We have a live person available to answer the phone 24/7/365 and a service manager and service technicians on call at all times outside of business hours to respond to emergency service calls. There is no "phone tree" or "press 1 for service department" robo-answering service when you call ABM. You will have a live response whenever you call, and that person will direct the proper response and escalation of the call until the customer satisfaction is met.

After Hours Response

ABM Facility Support Services builds customized Emergency Response Plans based on each site's needs. The plan begins with a full understanding of minimum required response times and minimum required on-site response. You will benefit from a 2-hour response from a local ABM technician or partner 24 hours a day, 7 days a week, 365 days a year.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

24/7 Live Answering Service

866-226-2838

You can manage work orders, reporting, and inspections with our customizable web-based client portal. Our National Accounts program provides real-time visibility into your performance tracking, labor, invoicing, and cost savings. Our 24/7 call center facilitates your service and maintenance with one point of contact, one invoice, and one contract.

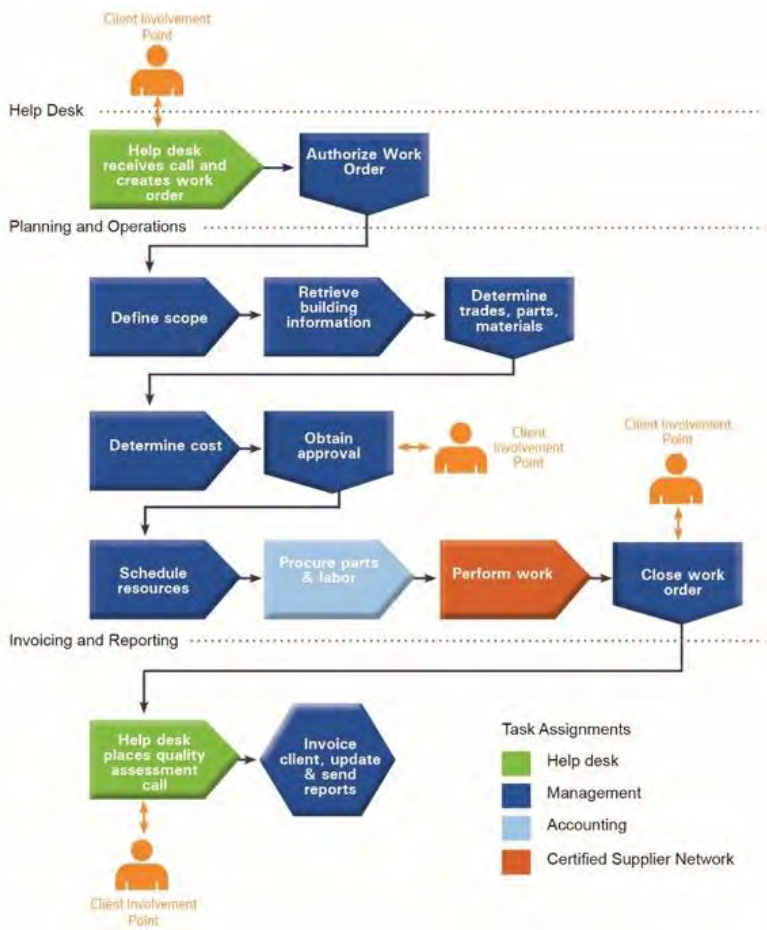
46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

Emergency Work Orders

ABM’s Client Care Center provides “warm hand-off” for emergency work orders 24/7. To be specific, the Client Care Center will phone the appropriate ABM staff member to alert the staff member to the emergency work order. If the Client Care Center cannot reach the primary ABM staff member, the Client Care Center will move up the system-maintained escalation list until a person is reached in real-time. At ABM, we provide a single contact point to our customers and leverage our Client Care Center to handle the escalation 24/7.



47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

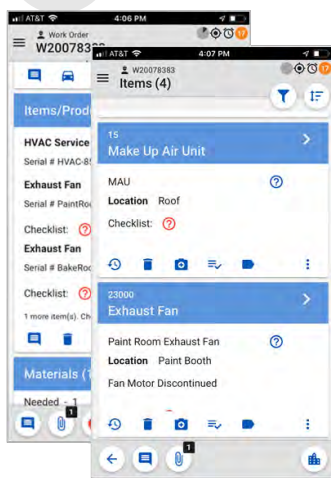


48. What technology such as GPS tracking does your company use to track completion of repairs?

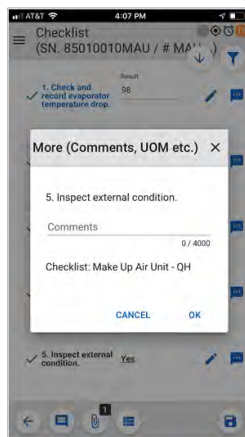
ABM proposes the use of Astea’s Alliance™ to manage maintenance activity and make operations run as smooth as possible. Astea’s Alliance™ Enterprise software provides not only the tools to deliver the level of service your customers expect but also an end-to-end service lifecycle management solution.

The attributes of Astea’s Alliance™ system include:

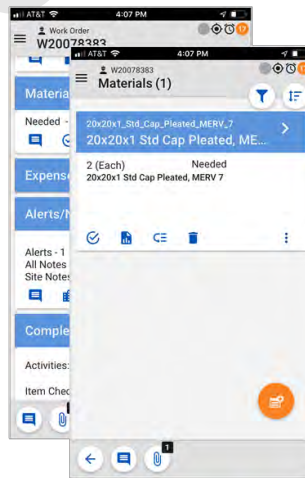
- Smart Scheduling*
- Automatic PM Scheduling*
- Real-Time Dispatch*
- Checklists and Inspections*
- Mobile Work Orders*
- Asset Management*
- Client Portal*
- Business Intelligence (BI)*
- Appointment Scheduling*
- Functionality and Integration*



OUR PM BATCH SCHEDULER PRODUCES SERVICES ORDERS WITH MULTIPLE PIECES OF EQUIPMENT PER ORDER



THE TASKING DETAILS BASED ON THE TYPE OF EQUIPMENT & VISIT WHAT SHOULD BE PERFORMED THAT THE TECHNICIAN CAN UPDATE PASS/FAIL, TAKE READINGS & UPDATE WITH COMMENTS



WE KNOW AHEAD OF TIME WHAT MATERIAL IS REQUIRED, SO OUR TECHNICIAN ARRIVES WITH THE RIGHT SUPPLIES



SIGN HERE AFTER EVERYTHING'S COMPLETE, SO YOU ARE AWARE WHAT WAS DONE, WHEN & BY WHOM

49. What is the reputation of your company’s service in the public marketplace?

Pricing Approval

Projects are priced with the Project Workbook and are approved by Construction Manager by stamping the Summary tab 24 hrs. Maintenance is priced through PriceBuilder and approved by the Service Manager. The Agreement Output is stamped 24 hrs. SPOT work is priced through the Service Manager/Service Operations Manager and the pricing workbook is stamped.



Contract Approval

Jobs with ABMs Ts and Cs are approved by General Manager. Customer contracts go for legal review, legal advises and returns, any decision send to General Manager.

Booking Approval

All jobs (maintenance, spot, projects) go to NewJobStartUp@abm.com email group for review before being sent to the MidAtlanticOpsStartUp@abm.com email for General Manager approval 24 hrs.

General Manager replies to the group ‘Approved’. This triggers accounting to set the job up (either PM or Project or Service team) and reply with the job no. The job no email triggers Construction Manager to assign a Project Manager, and to close the job in SalesForce and add to the SRMs 24 hours.



50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

Scheduled Preventive Maintenance Program

We believe that a comprehensive preventive maintenance (PM) program is essential in assuring reliable operation of facility equipment and systems and for maintaining the value of the facility assets. A well-defined PM program also provides sufficient detail to assure that periodic inspections and maintenance services are completed as efficiently as possible. At the onset of our relationship, we will work with you to refine and develop the PM program based on site-specific facilities’ needs.

Using the CMMS system, we have the ability to refine the preventive maintenance program. Our staff will have access to a library of over 200 different items of equipment, ranging from absorption chillers to triturators. These standard inspections are supported by over 4,000 tasks providing an ability to

customize each PM program. This library grows continually as new pieces of equipment and procedures are added daily.

Each procedure contains detailed tasking plus labor allowances for each task based on ABM's collective historical data. Procedures are selected for each item of equipment on a site, then customized to reflect the configuration of the equipment, its condition and duty cycle. The PMs are then scheduled to best complement the anticipated reactive workload, and to recognize seasonal constraints. The resulting job specific program is reviewed with site personnel and then issued automatically through the work order system as the procedures come up on the schedule.

Our historical analysis of facilities indicates that most facilities can be successfully operated while reducing costs with a PM program. Shared responsibility of key functions of your personnel, based on our past management model can reduce the amount of total dollars spent through utilizing effective PM programs, and thereby empowering personnel to evaluate and effectively minimize management input into daily routine tasks.

Routine maintenance schedules as stated by original equipment manufacturing are ultra-conservative;

we use predictive maintenance based on areas like vibration analysis, temperature scanning etc. to verify equipment condition in addition to required maintenance and preventive maintenance schedules, negating the ultra-conservative approach. We focus on the maintenance and operations practices for items, reduce unscheduled downtime and eliminate unreliable parts, helping to create an effective and efficient operating strategy. Our next steps are to put a specific and detailed plan for each piece of equipment and evaluate daily routines of each person and initialize a strategy with your input to increase your productivity.

51. Identify the process of receiving a purchase order to the providing of a service contract.

Pricing Approval

Projects are priced with the Project Workbook and are approved by Construction Manager by stamping the Summary tab 24 hrs. Maintenance is priced through PriceBuilder and approved by the Service Manager. The Agreement Output is stamped 24 hrs. SPOT work is priced through the Service Manager/Service Operations Manager and the pricing workbook is stamped.



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General Manager replies to the group 'Approved'. This triggers accounting to set the job up (either PM or Project or Service team) and reply with the job no. The job no email triggers Construction Manager to assign a Project Manager, and to close the job in SalesForce and add to the SRMs 24 hours.



52. List your company’s current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

All ABM technicians are trained in the latest energy management systems and can address any concerns in that system.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

ABM has over 1000 EMS monitoring systems nationwide.

54. List your company capabilities regarding system changes and repairs to EMS systems.

ABM is completely capable of servicing, repairing, and maintain customer EMS systems.

55. List the reporting capabilities your company has for EMS system parameters.

ABM's EMS system has the capability to trend any data point that a customer or client would like to investigate. ABM works closely with clients to ensure that your EMS reporting needs are met.

56. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?

Yes.

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

Trouble shooting starts with a client describing the problem, then the technician uses their expertise and skill with EMS on the site to ascertain the appropriate next steps for quick and efficient repairs.

58. Describe your company's startup and system checkout responsibilities

Start-Up Plan

Our Startup plan will ensure comprehensive management of all maintenance activities outlined in the Project Agreement to meet the facilities management requirements.

Discussion Topics for Start-Up / Hand-off Meeting

- Scopes of Work (SOWs) and schedules for Service Providers
- Review of Start-Up Plan and Requirements
- Review and status of Hand-off process
- Overview of Five-Year Plan and Lifecycle Schedule
- Contact information for PGCPs, ABM management team, site managers and technicians
- Access review – security, hours of operation, access requirements, and process for off-hours work
- Utility and service outage process and notification
- Review of safety program and elements that may impact school operations
- Review of communication for Help Desk Requests, work orders, requisitions, reporting and issue resolution/response
- Review of staging, storage, or on-site support areas and restrictions
- Performance and response requirements, monitoring, and reporting process
- Unique site or facility conditions or operational requirements
- PGCPs or ABM concerns or issues

A Start-up Plan will be prepared for each building prior to its readiness date. A typical Start-up plan will contain the following:

1. Overall Life Cycle and Start-up Schedule:
 - a. School Occupancy and Readiness Date
 - b. Remaining items and dates for completion
 - c. Start of service dates for all service providers
 - d. Start-up/Hand-off Meeting
 - e. Stand-up of Help Desk and other services
 - f. Scheduled maintenance for critical systems
2. Annual Service Plan for the coming year (12 months):
 - a. Staffing – on-site and off-site.
 - b. Workplace policies and procedures
 - c. Safety Plan
 - d. Performance monitoring requirements and processes
 - e. Training program and goals
 - f. Quality assurance and control
 - g. Pest control – proactive and reactive
 - h. Scheduled maintenance plans
 - i. Routine inspections and testing
 - j. Labeling and testing of equipment
 - k. Commissioning and recommissioning plans
 - l. Trending data and reports
 - m. Emergency preparedness plans
 - n. Grounds and roads maintenance plan
3. Preliminary Five-Year Maintenance Plan
4. Preliminary Environmental Management Plan
5. Preliminary Quality Management Plan
6. Preliminary Performance Monitoring Plan – data and metrics

59. Describe your company's post-installation and warranty support

Quality Control Manager

It is the intent of ABM that the quality control and quality assurance responsibilities will be handled by the site superintendent.

Contractor's Other Personnel

Other ABM personnel will supplement the Project Superintendent to fully implement the Quality Control Plan. These personnel include the Project Manager and a Safety Manager that visits at least twice per month. The Project Superintendent for ABM will be physically on the job-site for the duration of the contract work. The Project Manager will coordinate with the Superintendent to review critical work being performed and to confirm installation practices and materials as necessary.

Five Step Field Inspection Process

A multi-phased independent on-site inspection process will be implemented and directed by the Project Manager to ensure that quality is "built into the project". ABM will be utilizing a five step inspection process as described below:

Step 1 – Preparatory Meeting (Pre-Installation Conference)

This phase will consist of a meeting directed by ABM with all relative contractors, design team members, testing agencies and/or owners, as necessary prior to beginning of each major definable feature of work. Please see the attached "Sample Inspection Schedule" for examples of major definable work that would be reviewed for this project.

This phase will include:

- A review of each section of applicable specifications, reference codes, and standards.
- A review of the contract drawings.
- A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- Review of provisions that have been made to provide required control inspection and testing.
- Examination of the work area to assure that all required preliminary work has been completed and follows the contract.
- A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and that the materials are properly stored.
- Reviews of the appropriate activity hazard analysis to assure safety requirements are met with discussion by Safety Manager.
- Discussions or procedures for testing and controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- Schedule of installation with a discussion of manpower loading and sequential tasks.

The results of the preparatory phase actions shall be documented by minutes prepared by the Project Manager and attached to the QC report. Please see the attached Preparatory Phase Checklist form.

Step 2 – Initial Inspection

Perform Initial Inspection as soon as a representative segment of the particular item of work has been accomplished. Initial inspection shall include a review and approval/rejection of a portion of the definable work. This inspection shall include performance of scheduled tests, examination of the quality of workmanship, a review of test results for compliance with contract requirements, and a review for omissions or dimensional errors for this work. The inspection will assist in defining the onsite quality standards that will be a requirement of the Subcontractor to maintain for the remainder of his work. This also includes:

- A check of work to ensure that it is in full compliance with contract requirements. If work is not in compliance then notice will be given to the Subcontractor to comply with the contract documents and halt noncompliance work.
- Review minutes of the preparatory meeting.
- Verify adequacy of controls to ensure full contract compliance.
- Verify required control inspection and testing.
- Establish the level of workmanship and verify that it meets minimum acceptable standards.
- Compare with required sample work as appropriate.
- Resolve all differences.
- Stop work where applicable.
- Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis and review the activity analysis with each worker.

The result of the initial phase actions shall be documented by the QC report. Please see the attached Initial Phase Checklist form and Subcontractor Material/Installation Deficiency Report form.

Step 3 – Follow-Up Inspections

Continue testing and examinations to assure the continuing compliance with contract requirements. These inspections will be documented as frequently as necessary in the QC report. They will include the following activities:

- Special Inspections – Will be performed as required by the technical specifications.
- Noncompliance Check-Off List – The Superintendent will maintain a “working” punch list of work that does not comply with the contract documents stating the date discovered, the date corrected, and the nature of the noncompliance. This will be updated daily and reviewed with all subcontractors on a weekly basis.

Step 4 – Pre-Final Inspection Checklist

Approximately ten (10) days prior to the contract completion date, or at a mutually acceptable date set by ABM and the Owner, ABM shall prepare a comprehensive punch list of items to be completed and/or

corrected which will then be submitted to the owner. Final inspection will be scheduled following correction of the items on the list.

Step 5 – Completion and Inspection of Work

Certification by ABM will be issued to the Owner (Owner Representative) stating that all work has been inspected and that all work, except as specifically noted, is complete and in compliance with the contract plans and specifications.

Definable Features of Construction Work for Project

Complete as necessary per contracted work: Demolition, Ceiling, Ductwork, Rigging, Electrical, Structural, Roofing, Mechanical Controls, Balancing, etc. with definable features listed under each heading.

60. Describe your company's steps for system analysis.

These steps would be the same as the Start-up and Inspection checklist.

61. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

All contracts and service order are tracked and entered through ABM's Alliance and JDE software. This software houses customer, site, and equipment information. This provides simply and convenient access for the ABM internal management team as well as simplified communication to customers.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

All contracts and service order are tracked and entered through ABM's Alliance and JDE software. This software in on a monthly, quarterly, and annual billing schedule to generate invoices as indicated on contract terms and conditions.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

Our service centers are regularly audited by our leadership team to ensure that ABM processes and standards are being followed.

64. Is warranty coverage dependent on using your start-up procedure?

No.

65. Who performs your start-up procedure?

ABM factory certified technician or manufacturer technicians perform the start-up procedure depending on customer requirements.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

ABM can self-perform most services. We also work closely with select subcontractors. Depending on project parameters and client needs, ABM partners with you for the best solution.

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

ABM will work with clients and discuss a Life Cycle Analysis to identify the current equipment status and client needs to identify and address any underperforming or outdated pieces of equipment.

69. Describe what project scheduling tools your company use to track projects during construction.

Project Scheduling

ABM carefully schedules and tracks the performance of projects, ensuring timely purchase and delivery of material and equipment. We will secure adequate manpower and resources, as needed.

For scheduling, we use Microsoft Project and self-developed databases and spreadsheets. We maintain all project-related documentation and correspondence in a standardized fashion within a “job folder” housed on our network.

Our Project Managers rely on our real-time project cost management database to ensure the project remains on-time and on-budget. Key milestones, such as obtaining permits and host facility approvals, have equal weight as the more labor-intensive tasks since they can impact the overall project duration.

Scheduling and frequent auditing for compliance with the anticipated project construction plan is a major focus of our construction management staff. We detect deviations from the schedule quickly and take swift corrective action to restore the schedule. Careful attention to scheduling allows for anticipation of delays and development of a work-around plan to minimize their effects.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

Depending on the type of projects, ABM project development team partners with customers’ existing specifications on equipment or ABM energy engineers develop a plan and select equipment around energy specifications of the project.

71. Describe how your company handles site development and project permitting process.

ABM project management team will handle all local permits needed for any type of project.

72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

ABM Project Management team partners with the client and internal teams to ensure that quality is adhered to and ABM completes the project at or below budget.

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

The design approach focuses on understanding the client's needs and setting expectations for project budget, timeline, results. It is important to ensure an open line of communication throughout the project development and project execution to ensure that client's expectations and needs are consistently met.

74. Describe your company's construction management plan.

Construction Management

Complete authority to develop and authorize work plans within the approved contract scope and budget. The Project Manager delegates the commitment of project resources to the site Construction Manager.

ABM will provide onsite construction management during all critical points in the construction process. The Construction Manager may also manage the project from offsite locations during periods of the project with minimal onsite activity.

75. What is your standard warranty on installation?

ABM has a standard one (1) year warranty.

76. What is your standard warranty on energy retrofit contracting?

ABM has a standard one (1) year warranty.

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

ABM has a standard one (1) year warranty. However, we are able to meet the needs of the customer and financing company for any warranty exclusions, exceptions, or extensions.

78. State whether your company provides a quality guarantee on your service. If so, please describe.

ABM has a standard one (1) year warranty. However, we are able to meet the needs of the customer and financing company for any warranty exclusions, exceptions, or extensions. ABM also employs a C.A.R.E process to ensure customer satisfaction throughout the contract period.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

N/A

SAFETY

80. Describe your company's safety program during service/repair work.

Safety is an integral part of our culture and daily business practices. Our core assumption is that all incidents are preventable. We are intent on maintaining the safest possible environment and avoiding any human tragedy and costly delays that could result from safety breaches.

Our people are our most important resource and we are committed to ensuring that they are provided with a safe and healthy working environment. To accomplish this, we provide routine and site-specific safety training, safe tools and equipment, and a dedicated staff of safety representatives. ABM is one of the safest companies in the industry, and our safety record is consistently better than the national average. To achieve these results, we maintain an extensive safety program.

All ABM field employees receive safety training upon hire that consists of a:

- Safety Policy Review
- Aerial Lift Training
- Trade-Specific, Hands-On Training

All foremen receive, at a minimum:

- OSHA 10-Hour Training Class
- First Aid
- Cardio-Pulmonary Resuscitation (CPR) Training

To ensure every project meets our criteria for safety, our regional safety managers:

- Monitor Safe Production
- Provide Regular Reports That Bring About Learning Opportunities and Communication
- Conduct Safety Audits at Regular Intervals to Correct Deficient Items
- Coach Staff on Corrective Measures, And Issue Formal Reports
- Confirm Our Foremen and Field Crews Consistently Maintain High Safety Standards
- Discuss Weekly "Toolbox Talks"
- Conduct Daily Pre-Task Plans
- Inspect Their Areas Daily for Safety Issues
- Stretch-And-Flex Prior To Daily Work with Their Assigned Crews

81. Describe your company’s safety program during construction.

Safety is our top priority. As an energy services industry leader, ABM works on numerous local projects and is familiar with local code compliance. Prior to beginning construction, we will develop a site safety and health plan specifically tailored to the job site and the work to be performed.

Our project managers are responsible for strict adherence to safety codes to ensure the safety of all employees, subcontractors, TMS, and other site personnel. ABM’s contract administrators and project managers have attended a recent OSHA Voluntary Compliance Outreach Program. In the regular project management meetings that will take place throughout this job, ECM installation safety will be among the primary topics.

82. Indicate number of lost hours or other benchmarks to verify your company’s effectiveness of their safety record.

ABM Building Solutions is one of the safest companies in the industry, and our safety record is consistently better than the national average.

NCCI Experience Rating Modification	
Mod History	Effective Date
0.91	11/1/2020
0.96	11/1/2019
0.92	11/1/2018

83. What reporting mechanism does your company provided to the customer upon completion of any project?

The service manager will report all safety incidents, including near misses, within eight (8) hours to the project owner via phone or email. The division safety manager will investigate all safety incidents to determine root cause(s) of the incident.

Training, process modifications, or tools are put in place to prevent similar incidents in the future. Lessons learned are developed and personnel is trained to prevent recurrence. These diligent efforts work towards ABM’s goals of zero accidents and employee safety.

All ABM management is required to perform safety walks on job sites with all levels of employees. Vice Presidents and above are required to perform this duty a minimum of once per quarter. Managers and supervisors are required to perform these duties a minimum of once per month.

Items of inspection are based on the scope of work. These include, but are not limited to, everything from PPE usage, lock out/tag out usage, fall protection, NFPA 70E (National Fire Protection Association) adherence, job hazards, and any other item that may affect the safety of our team members.

MARKETING / SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date.

Marketing Plan

The marketing plan will be managed at the division and corporate level in coordination with local state office representatives. Once awarded, ABM will commit to promoting and publicizing our affiliation to NCPA in the state. Using our industry marketing expertise and our internal and external marketing resources, ABM has the ability to carry out our promise as a NCPA preferred vendor. We may use the following methods in our marketing strategy to promote our affiliation with NCPA and educate members in the local government and education market:

Public Relations and Social Media

ABM carries a strong presence in the media. Once awarded the NCPA contract, ABM will develop and distribute either a press release and/or social media posts announcing the new partnership.

In addition, as projects are awarded through the partnership, press releases and/or social media posts announcing the projects will be developed and distributed to relevant media platforms. These press releases and social media posts may be cobranded as appropriate. In addition, we may also develop articles regarding awarded projects that mention the NCPA partnership to pitch and/or submit to national, local, regional, and trade publication outlets.

Email Marketing Campaigns

We have a proven track record using email marketing for brand awareness and lead generation in the educational and local government markets. We will enhance NCPA and ABM brand awareness among the local government and educational markets through various targeted email marketing campaigns. A sample campaign is outlined below:

- Introductory email blast to [xxx] members announcing ABM's new affiliation.
- Quarterly email campaigns consisting of 3-5 emails per campaign to NCPA members.
 - Where relevant, the campaigns may contain a number of different co-branded materials, including but not limited to brochures, infographics, white papers, and articles.
 - They may also contain announcements and/or success stories highlighting awarded projects obtained through ABM's [xxx] affiliation.

Other Sales & Marketing Collateral

To relay messaging and keep ABM and NCPA first in mind to the educational and local government market, our marketing team produces professional marketing and sales materials, including but not limited to brochures, infographics and sales presentations. We will incorporate the NCPA logo as well as a brief description of the partnership in all appropriate client-facing sales materials and marketing collateral.

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

ABM will communicate the benefits of this contract vehicle to eligible entities through ABM National Account pricing with our channel partners and suppliers.

86. Explain how your company plans to market this agreement to existing government customers.

An essential piece of any successful project management plan is the Communications Plan used to keep NCPA's end users informed. Our goal is to ensure that those living, working, visiting, and traveling throughout NCPA's utility coverage have timely, accurate, and complete information about the project through its many steps and milestones. We will use communications as one tool to help create and maintain a positive opinion about the project.

The objective of the plan is to:

- Respond to 100% of general project inquiries within one business day during the installation period.
- Respond to 100% of service problems within four hours during the installation period.
- Avoid negative press published about the project during the installation period.

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

ABM will assign a single point of contact for this contract. We currently have a contact with NCPA and this process has already been implemented.

88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

ABM will reach out to the current leaders to inform them of the extension since this contract is currently in place.

89. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

ABM acknowledges and agrees to the above statement.

ADMINISTRATION

91. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).

ABM has previously been awarded this Cooperative agreement successfully.

92. Describe the capacity of your company to report monthly sales through this agreement.

ABM will work with you to meet your reporting needs.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

ABM will work with you to meet your reporting needs.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

ABM will gladly meet with your team to discuss the best business operating procedures for your unique project needs.

95. Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Corporate Sustainability Policy

At ABM, sustainability revolves around the following principles: responsible behavior in the workplace, in the marketplace, and within our environment and communities. We are committed to sustainable development and the protection of the environment. We seek to support our clients in achieving their sustainability goals. As part of this initiative, we participate in the Carbon Disclosure Project and publicly disclose our efforts through our Corporate Sustainability Report. We remain committed to the United Nations Global Compact and actively support its principles.

ABM Greencare®

ABM GreenCare can help you 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, and Landscaping businesses. Some of the key value-adds the GreenCare program offers 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 (BES) 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.

Landscape & Turf

ABM uses alternative fuel and water-efficient irrigation systems to help keep clients’ properties sustainable.

ABM’s commitment to measuring our own performance has led to some eye-opening statistics relating to our clients’ sustainability efforts. In addition to installing over 23,000+ EV charging ports across the United States:



ABM Bundled Energy Solutions – Energy & Sustainability

ABM maintains some of the Nation’s most prestigious Energy Star® and LEED certified buildings throughout the United States. From this experience, we developed the blueprint for driving energy efficiency and sustainable best practices to achieve your green building vision.

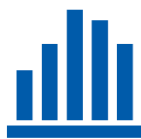
Our Bundled Energy Solutions program delivers industry-specific services in the commercial, government, education, health care, industrial, and residential markets. We aim to improve energy efficiency and the comfort, health, and safety of your facilities and their occupants. Many ABM clients have relied on us to maximize energy efficiency and lower annual operating costs. For over 40, our experienced team has helped our clients fund critical improvements to their facilities by generating the capital through their existing operating budget. Our expertise in energy and financial solutions provides you with the ability to modernize and optimize your facilities’ infrastructure without impacting capital budget.

Energy innovations, like our Bundled Energy Solutions (BES) program, guarantee energy savings ranging from 15% to 40% from existing spend.

We have helped our clients improve their facility sustainability goals through:



Energy efficiency programs



Utility monitoring, rate analysis, commissioning reports & test results



Chemical use programs



EPA Energy Star benchmarking



Recycling & waste management



Training programs to change utility consumption habits

LEED Certification

ABM is committed to preserving the natural environment by reducing the negative impact of operations on the environment. We encourage the LEED accreditation of employees and actively promote sustainable building programs among our clients. While we tailor our operations to meet the needs and objectives of each individual client, we also pursue:

- LEED professional accreditation with representatives of our engineering, project management, and operations staffs.
- LEED accreditation of the buildings we manage on behalf of clients.

We are an active member of the U.S. Green Building Council (USGBC), which is the world-renowned accreditation organization for LEED certification. As member of the USGBC, ABM manages a wide variety of energy conservation and environmental initiatives across the country, including the following

within the designated LEED categories including sustainable sites, water efficiency, energy & atmosphere, and materials & resources efficiency.

Corporate Sustainability Report

ABM became one of the first facility services companies of any size in the U.S. to release detailed information on its sustainability practices with the first Corporate Sustainability Report in 2011. Since then, ABM has published a Sustainability Report on a yearly basis in accordance with the guidelines provided by the Global Reporting Initiative (GRI) and the Sustainability Accounting Standard Board (SASB) guidelines, the world's most widely used framework for sustainability reporting. Further, ABM discloses in its Sustainability Reports its materiality assessments on which different stakeholders expectations like clients, suppliers and employees are taken into account to set up the base of ABM's sustainability strategy and action plan.

The report details ABM's sustainability-related goals, achievements, and practices, both inside the Company and at the level of the products and services that ABM's subsidiaries provide to clients. ABM's participation in the GRI reporting standard reflects the Company's continued and ongoing commitment to improving the environment.

A copy of our most recent Sustainability Report is available in its entirety on our website:

https://www.abm.com/wp-content/uploads/2021/10/ABM_Sustainability_Rd10%20.pdf

96. Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Industry Certifications

ABM has obtained several industry certifications, below are some examples:

- The ANSI National Accreditation Board (ANAB), a wholly-owned subsidiary of the American National Standards Institute (ANSI), has accredited ABM for our EnhancedClean™ Training Program.
- 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® 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 236.9 million square feet at more than 427 customer sites are LEED Certified
 - Over 77.7 square feet at more than 137 customer sites are LEED Registered
 - Over 171.9 million square feet at more than 413 customer sites are in the Initial Phase
 - Totaling over 461 million square feet at more than 1,000 customer sites of ABM GreenCare® Implementation

MBE/WBE Opportunities

ABM is a publicly traded company and therefore cannot qualify as a certified diverse supplier. However, ABM is strongly committed to diversity both within its employment ranks and with the people and companies with which we do business. Although ABM typically self performs facility services required under our contracts, we work to identify opportunities for certified Minority, Women, and Disadvantaged Business Enterprises (MWDDBE) to participate in our contracts through our Supplier Diversity Program in accordance with your requirements.

ABM will work to accommodate your objectives in achieving diversity spend goals at a Tier 1 and Tier 2 level, and we will continue to improve our diversity programs and processes to offer Region 14 ESC the

best value in integrated solutions. ABM has taken the time over the last few years and built numerous relationships with our minority partners.

NAESCO

Accredited since 2012, according to the National Association of Energy Service Companies (NAESCO), ABM possesses the technical and managerial competence to provide the following:



Develop comprehensive energy efficiency projects, defined to include lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems.



Full range of energy services, including conducting audits, providing or arranging for project financing, design engineering, operations and maintenance services, and verifying energy savings according to accepted industry practice.



Regular business practice of developing performance-based projects, meaning projects for which the developer's compensation is contingent upon the projects realizing verified cost savings.



Tab 5 – Products and Services

The ABM Difference

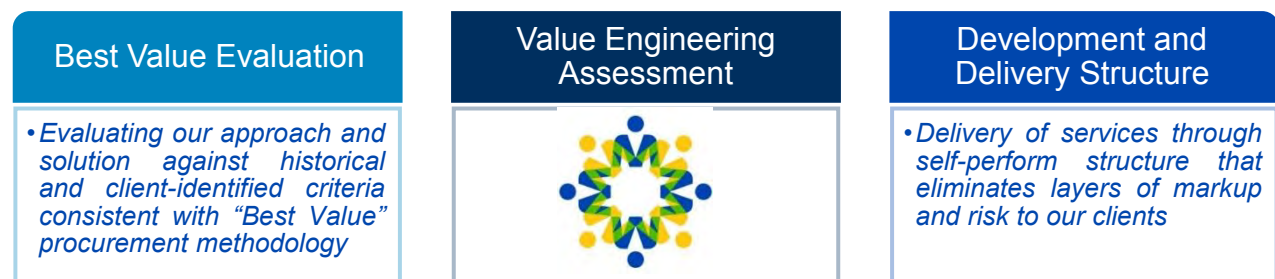
ABM is an independent HVAC Service Contractor as such we have broad capabilities to sell, service and install HVAC and Control systems and components from a variety of manufacturers and distributors based upon the specific needs of NCPA customers. Per the requirements of this Solicitation No. 08-10, we have provided discounts for materials to Manufacturer List pricing for each of the categories requested. We propose to provide the specific Manufacturer list price less the discount for each proposal or in response to a specific Request for Quotation (RFQ).

ABM has national purchasing agreements with multiple vendors and contractors. These agreements allow ABM to leverage our national buying power to further reduce equipment and service costs and provide even greater value to our customers.

ABM has a National Procurement Organization, which is responsible for organizing purchasing agreements and strategies. We employ 20 buyers to perform specialized category sourcing. Roughly half of these buyers have the primary responsibility of buying services and the other half are purchasing parts and materials. As part of our management process, we recurrently review and renegotiate our subcontracted services where needed for lower rates. Applicable discounts vary with local and company-wide volumes, which change regularly with each vendor. These focused relationships are regularly managed for compliance to the agreement terms, to review volumes and correct pricing, and to advise any changes in the marketplace or material challenges that must be mitigated.

Best Value Assessment

ABM ensures best value to NCPA clients in 3 distinctive steps:



Best Value Evaluation

As we develop energy services projects, ABM conducts continuous evaluation against a set of established criteria designed to balance cost, need, and functionality to ensure NCPA clients receives the best value.

Criteria is evaluated and ranked in collaboration with NCPA clients, with a minimum score established that must be met for continued consideration. ABM evaluates each ECM and the energy services project in its entirety with this methodology.

This criteria includes:

- Price versus total cost
- Life-cycle costing analysis
- Product warranty duration
- Features and functions
- Solution compatability with systems & environment
- Applicable code requirements
- Applicable review process
- Ability to provide technical support
- Ability to demonstrate past performance

Value Engineering Assessment

ABM uses value engineering to solve problems and identify and eliminate unwanted costs, while improving function and quality. The aim is to increase the value of products, satisfying the product's performance requirements at the lowest possible cost. In construction, this involves considering the availability of materials, construction methods, transportation issues, site limitations or restrictions, planning and organization, costs, profits, and so on. Benefits that can be delivered include a reduction in life cycle costs, improvement in quality, reduction of environmental impacts, and more.

A Value Engineering Assessment involves:

- Identifying the main elements of a product, service, or project
- Analyzing the functions of those elements
- Developing and assessing alternative solutions for delivering functions
- Allocating costs to the alternative solutions
- Developing the alternatives to create the highest likelihood of success

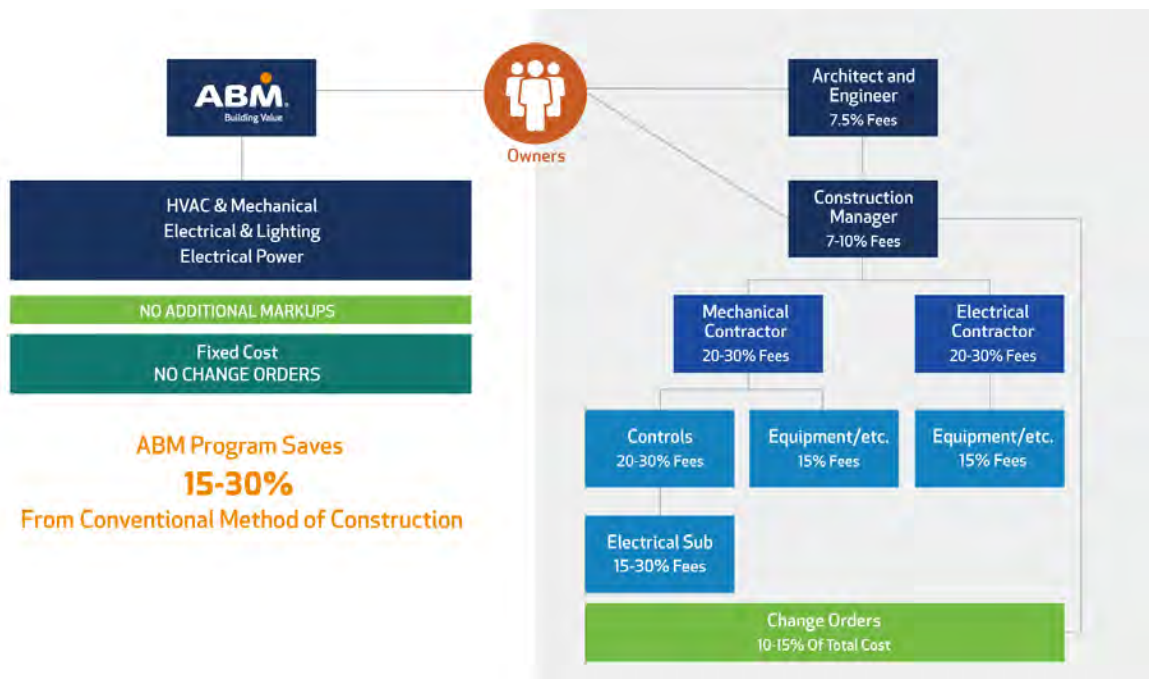
ABM Development and Delivery Structure

ABM's structure using an in-house technical labor force allows us to continually measure and perform well against several criteria mutually established with our clients as they determine best value. With NCPA clients, this will be supported by the elimination of added layers of mark-up consistent with traditional ESCO structure; specifically subcontracting nearly all the implementation work. ABM will use our in-house skilled labor force except where we create scope to include small business/disadvantage business entities.

Typical Design-Bid Build Approach vs. ABM Bundled Energy Approach

ABM provides a unique advantage to implementation through our advanced self-perform capabilities, effectively eliminating traditional ESCO margins that drive up the cost of bundled energy solutions. While ABM strives to maximize our profitability, we do not mark up our contracting work as part of our Energy Solutions delivery process.

On average, traditional ESCOs operate at 30-38% GM, which is needed to meet 15-20% overhead and 10-18% profit requirements based on their size and divisional structures. These ESCOs self-perform 30% or less of the actual work completed in an energy project, leaving at least 70% of the project subject to this margin requirement on top of the subcontractor's fully loaded price. This includes design engineering, mechanical, electrical, lighting, materials, and more. Each of these subcontractors will maintain margin requirements that are necessary to meet their own overhead and profit requirements, and many will carry materials that will be marked up from product distributors and then marked up again by the ESCO.



Under ABM's model, we are able to self-perform the majority of the work implemented. This means that 70-80% or more of the total project implemented is delivered at a single margin application usually below that of competing ESCOs.

Additional steps in our process are as follows:

1. Requirement for multiple quotes from subcontractors and equipment manufacturers

In our equipment and materials estimating we typically request three quotes from various local suppliers and or manufacturer’s (when appropriate) and carefully evaluate any differences in specification; weight, noise or decibel ratings, efficiency, warranty, etc. If there are significant differences or an impact to cost or energy savings, we will bring this information to NCPA clients’ attention to discuss the best selection.

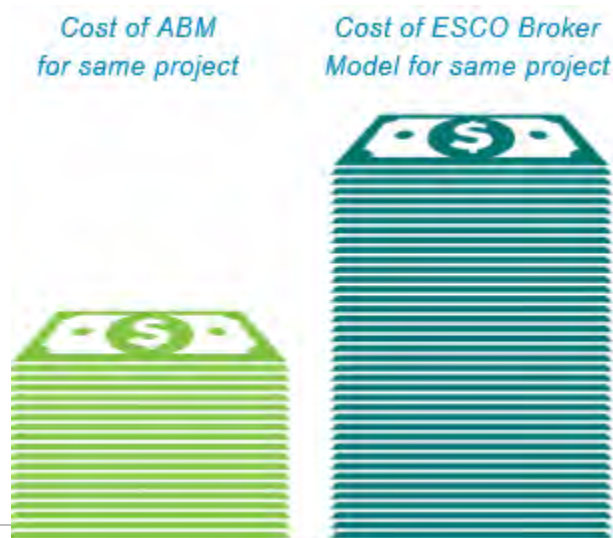
2. Vendor Neutrality

Our team brings the advantage of vendor neutrality to the project. ABM does not represent any manufacturer which allows us the unbiased analysis of equipment and services being used based solely on operational and cost benefits to our customer. Even product manufacturers who will provide other brand equipment still must bear the burden in their overhead dollars for research and development, manufacturing facilities, and marketing campaigns.

3. National Purchasing Agreements

ABM has National Purchasing Agreements with multiple vendors and contractors. These agreements allow ABM to leverage our national buying power to further reduce equipment and service costs and provide even greater value to our customers.

ABM has a National Procurement Organization, which is responsible for organizing purchasing agreements and strategies. We employ buyers to perform specialized category sourcing. Roughly half of these buyers have the primary responsibility of buying services and the other half are purchasing parts and materials. As part of our management process, we recurrently review and renegotiate our subcontracted services where needed for lower rates. Applicable discounts vary with local and company-wide volumes, which change regularly with each vendor. These focused relationships are regularly managed for compliance to the agreement terms, to review volumes and correct pricing, and to advise any changes in the marketplace or material challenges that must be mitigated.



Tab 8 – Value Added Products and Services

ADDITIONAL SERVICES

Janitorial

- Green cleaning and recycling
- Carpet and floor care
- Staffing and specialty
- EnhancedClean™ program
- Clean room and GMP cleaning

Energy

- Guaranteed energy savings programs
- Smart building technologies
- EV charging stations
- Renewable energy solutions

Parking

- Revenue enhancement and expense control
- Shuttle and transportation
- Special event and valet parking
- On and off-street parking management

Landscape & Turf

- Golf course maintenance renovations
- Exterior pest and fertility management
- Athletic and sports field maintenance
- Irrigation maintenance and management

Facilities Engineering

- Onsite and mobile technicians
- Preventive maintenance
- Handyman services



ABM is a single source facility services provider.

Should your facility needs expand, we have a wide range of additional services to meet your needs.

EXECUTIVE SUMMARY

ABM Building Services is thankful for the opportunity to engage with National Cooperative Purchasing Association in hopes of supporting your mission across the United States. It has been a pleasure to gather the information required to tailor the best possible solution. Since inception in 1909 ABM has been a leading provider of commercial services. We strive to develop solutions that meet your needs and timelines. With 20,000 clients, over 350 locations, and 130,000 employees, our reach enables us to deliver unique solutions using all available resources.

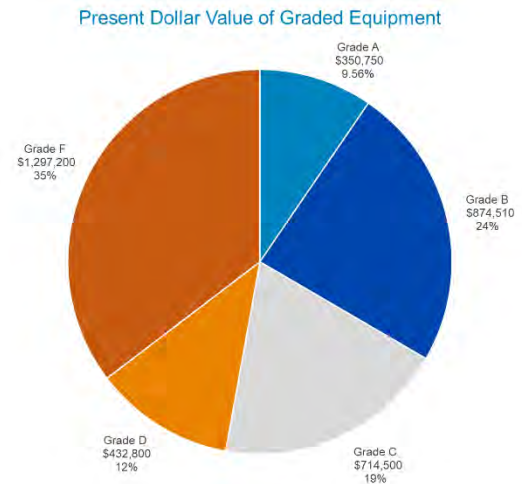
We offer additional services outside the scope of this solicitation including but not limited to:

- Capital Volatility Indexing
- Energy Education and Awareness
- Custodial Services
- Investment Grade Audit
- Renewable Energy
- EV Charging Stations
- Solar Power
- Zero Net Energy Alliance
- Facility Management
- Bundled Energy Solutions
- Janitorial
- Parking
- Business and Industry
- Electrical Power Services
- Bio Pharma
- Airport and Aviation
- Disaster Recovery
- Training

CAPITAL VOLATILITY INDEXING PROCESS

ABM has piloted a process that applies a budget stress test based on the exposure our clients have with unexpected mechanical failures. The importance of this process is based on industry statistics, which highlight that American schools, on average, are carrying \$11,000 per student in unmet capital needs. This statistic is very similar in other government institutions we serve, including municipalities, state governments, and private colleges.

The process of Capital Volatility Indexing requires the ABM team to evaluate every piece of HVAC equipment, building fenestration, plumbing systems and other structures to apply a *Letter Condition Index* based on several criteria. This process applies a grade based on remaining asset life, maintenance records, environmental conditions, wear and tear, criticality of the system, value of the asset, and other details leading to an estimation of the value of each asset per letter grade. Our history has shown that this allows our clients to see the specific condition of their assets and determine the volatility of the capital budget based on this assessment.



For the ABM experts, it provides us guidance on the type of solution to offer for each asset per letter grade and condition index. For example:

Condition Index Grade A & B Equipment – Typically just requires that routine maintenance be performed by the appropriate expert.

Condition Index Grade C Equipment – Depending on the collaborative efforts of our team and yours, this equipment may need some repairs and maintenance before putting back into service. If costs exceed the value of the equipment, our experts will advise on the best course of action. The goal for this asset class is to slow the speed of degradation and move the equipment into a B rating so its life expectancy can be extended.

Condition Index Grade D & F Equipment – This equipment will be at or past its expected useful life and will therefore have only one possible future which is replacement.

The benefit of indexing this equipment is to measure the potential for budget integrity issues based on the exposure the client has. Weighting criteria is assigned to the equipment based on the criticality of the asset and the ability to fund a solution should a failure occur.

The Process

ABM’s experts, in collaboration with your team, will apply our proprietary long-range planning program and financial modeling tool to your asset inventory so a complete understanding of your condition can be determined. Utilizing the latest technology, this web-based platform provides facility planners and directors the benefit to monitor, budget and address future capital needs.

Features

Lifecycle analysis on critical pieces of equipment

Asset management tool used in:

- Inventory Equipment
- Project remaining life and condition of each piece of equipment
- Capital improvement planning

Provides online system manuals to clients containing building information in one easily accessible place

System has an intuitive interface that gives multiple paths to quickly find the information that is needed

Use navigational views to find equipment, document as-tested sequences of operation, and even keep track of maintenance items

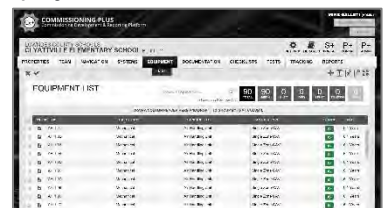
Additional features included in this tool:

Location Lookup – Location lookup is based on whether a 2D drawing or 3D building renders which show the locations of equipment and systems throughout the facility. The lookup can contain many views of the facility and provides building and project personnel with a quick and easy way to find equipment.



System Operation – One of the most confusing and least documented of project close-out are the final set of 'As-Tested' system operations including all final set-points, sequences, and diagrams. This system brings together all of this information into a single location.

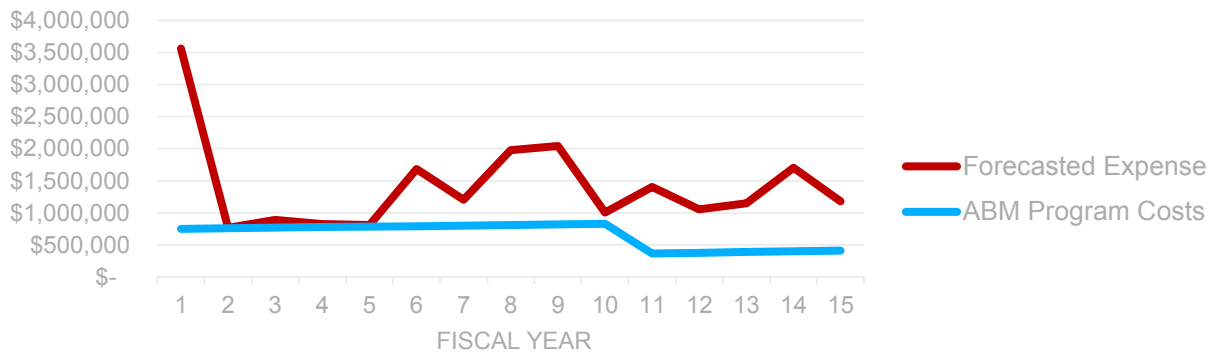
Equipment List – An interactive list of all project equipment is provided with information including equipment TAG, general type, specific type, make, model, and parent system. Equipment can be quickly sorted, searched, and filtered.



TAG	GENERAL TYPE	SPECIFIC TYPE	MAKE	MODEL	PARENT SYSTEM
1-101-101	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-102	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-103	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-104	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-105	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-106	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-107	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-108	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-109	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX
1-101-110	CHILLER	TRIPLEX	TRIPLEX	TRIPLEX	TRIPLEX

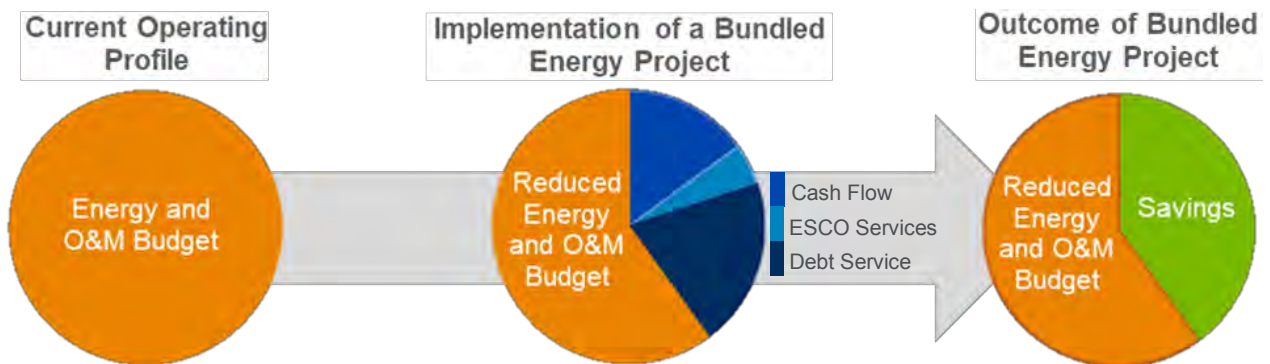
Capital Volatility Analysis

This process will allow NCPA members to gain a new understanding of capital needs and the future cost expectation. The analysis is based on your past expenditures and provides a proactive plan for systematically replacing these assets with the most cost-effective and unbiased solution.



ENERGY ASSESSMENT AND BEHAVIOR MODIFICATION

Technology and behavior modification contribute to success in energy cost reductions. ABM will assess the energy use of building occupants to develop a plan for significant and sustainable savings. As a complement to the proposed physical Energy Conservation Measures, NCPA may choose to include our behavior modification services, which can further generate savings, as shown below:



What ABM Can Provide to NCPA

- Sustainability Awareness Publicity and Education
- Custom energy conservation training that works
- Communication tools that promote sustainability
- Education of the importance of conservation
- Visual displays/kiosks
- Aid in establishing guidelines for the program

ENERGY EDUCATION & ABM STEM SOLUTIONS

According to the Smithsonian Science Education Center, 2.4 million STEM jobs will go unfilled in 2018. By 2027, STEM jobs will grow by 13%, and the United States educational system is expected to produce only 29% of the required STEM graduates to fill these opportunities. **ABM STEM Solutions, powered by SMALLab**, hopes to close that gap by providing students quality STEM learning opportunities.



ABM is an established leader in energy services for K-12 schools. SMALLab Learning is a research-backed company that is transforming K-12 STEM education across the US. In SMALLab, students are up out of their seats, moving as they learn. This is called embodied learning.

DISTRICT CHALLENGES

According to Gallup's 2018 Survey of K-12 School District Superintendents, improving student achievement and finding and keeping highly qualified educators are the two top challenges that superintendents face. Of the superintendents surveyed, 89% noted that they struggle to improve the academic performance of underprepared students, while 83% say they struggle to find and retain talented teachers. Other challenges mentioned within the survey included preparing students for engaged citizenship and ensuring students had the necessary social and life skills to prepare for college.

Through research funded by the Bill & Melinda Gates Foundation, the National Science Foundation, the MacArthur Foundation, and Intel, SMALLab has been able to demonstrate:

- An 86% increase in student achievement
- A 33% increase in teacher performance
- A 6.7x increase in student-to-student collaboration

These teaching and learning impacts are the key difference between ABM STEM Solutions and other education technologies on the market.

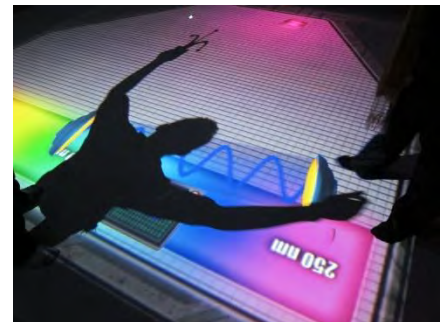


Figure 1. Students learning about light and energy in SMALLab.

ABM ENERGY EDUCATION AWARENESS PROGRAM

NCPA has recognized the importance of Science and Technology Focused Education, as evidenced through your investment in STEAM initiatives. As part of our project, ABM can support a designated NCPA Energy Manager (typically a faculty member volunteer or science teacher) by providing data, tools, and resources to enhance your existing programs. We can provide our own staff for schools that do not appoint an Energy Manager. This program could merge seamlessly with your STEAM curriculum and would provide outstanding material for experiential learning and lab activities.

ABM's motivational program uses proven behavioral modification strategies to help everyone contribute to a collective reduction in energy use. This has been a rewarding process for us, and we see a great opportunity for this program to give something back to NCPA and your community.

Our Student Awareness Program (SAP) and Contest highlight the positive environmental impacts that this project will have. It shows how students can take attributes of this project home to affect change there. To fund this effort, we are advocating a contest where the school that produces the biggest percent reduction will receive a portion of the savings. The contest award could pay for educational equipment, environmental field trips, or a campus beautification initiative. As an initial start to this program, ABM will also donate a plaque and will plant the first tree as a representation of what we can achieve through long-term support of the environment.

We can also support and implement Energy Education Programs provided by the U.S. Department of Energy. If NCPA chooses, we can work with you to teach your students the importance of green energy while enhancing your required curriculum. The U.S. Department of Energy provides many creative lesson plans, labs, projects, and other activities for grades K-12 on energy-related topics. Incorporate them into your classroom and prepare your students for a greener future. Each lesson plan identifies time required, materials needed, and national standards addressed. We can recommend a number of class topics to further support your guaranteed energy services project. These lessons will coincide with many of the solutions we are implementing in the project.

It is crucial to include solutions that address both short-term and long-term efforts, and materials can be provided to support both. In addition, addressing behavior change in a holistic way rather than only on the organizational level will instill the long-lasting changes desired. Our Energy Awareness Program is customized to meet your objectives and can include the following:

- Lesson Plans and STEM Academy Projects
- Energy Dashboards/Websites
- Surveys and Contests
- Posters, Banners, Placards, Signs, etc.
- Presentations
- Event Materials
- Press Releases
- E-Newsletters

STEM / STEAM EDUCATION REFERENCES

Numerous school districts across the nation are implementing an ABM STEM Solution with their Energy Savings Performance Contract, including Connellsville Area School District, Northwest Area School District, Virginia Beach City Public Schools, and Ysleta Independent School District. More information on these projects can be found at the end of this section. There are also deployments happening in Georgia, Alabama, Texas, and Pennsylvania.

Northwest Area School District

ABM has provided Behavioral Modification as an energy conservation measure for Northwest Area School District in Pennsylvania. This motivational program conducts educational and awareness initiatives that target energy use enhancements and use proven behavioral modification strategies to help everyone contribute to a collective reduction in energy use. The administrators customized the training to the students and staff of Northwest Area School District. Each school in the district had their own presentation. After the presentations were completed within each school, the program tracked the decrease in utility consumption and provided monthly progress updates. The school with the biggest percentage reduction with rewards at the end of the school year.

Educational Curriculum Environment

As part of our commitment to NCPA, ABM proposes to include value-added programs that promote energy awareness among students and faculty with our co-authored design-build project. These programs implement an information technology-based platform that enables NCPA to better manage their on-going programs to meet their sustainability goals. The system provides social, economic, and environmental benefits to all organizations.



Through the implementation of this program, NCPA can:

- Reduce electricity consumption
- Lower operating costs
- Help earn points for LEED and CHPS certification
- Reduce greenhouse gas emissions
- Contribute to a sustainable future
- Integrate existing green initiatives
- Simulate how a new/different piece of equipment will operate in your heating or cooling system
- Educate building occupants of recourse conserving behaviors

VIRGINIA BEACH CITY PUBLIC SCHOOLS

ABM installed in Virginia Beach City Public Schools the Energy Efficiency Education Dashboard, which is a kiosk and web-based learning center used to educate students about sustainable initiatives and the environment. It can enhance any green curriculum program, providing a creative approach to environmental education. ABM recommends installing an Energy Dashboard and Learning Center in a STEM lab, classroom, or other prominent location. There are several features available, and we will customize the system to meet all of your objectives.



One of our recommended energy dashboards was named the Top Energy Conservation and Green Building Product for the second year in a row for Environmental Design + Construction and Sustainable Facility Magazines' annual Readers' Choice Awards.

Choose from a variety of features to educate students and faculty about sustainability:

Real-time Utility Data – Show real-time utility usage such as water, electric or gas.

School Leaderboard – Engage students and faculty with an ongoing contest to conserve building resources. Show how resource use compares among schools to see who's the most efficient.

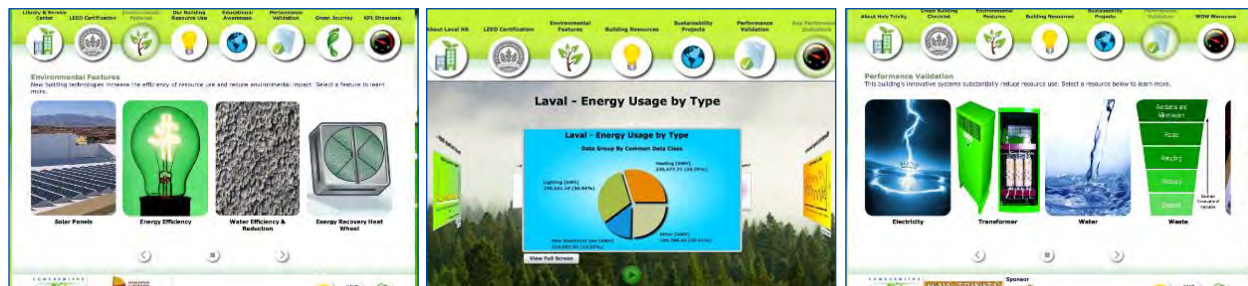
Green Features – Provide easy-to-understand educational information about the sustainable features throughout the school.

Environmental Tips – Provide tips to teach students how to be more efficient at school or at home.

Animated Demos – Demonstrate how sustainable features like geothermal heat pumps, storm water management systems or photovoltaics' work.

Weather Display – Access live weather information to view the current weather and forecast.

Interactive Quiz – Quiz students on the sustainable information.



YSLETA INDEPENDENT SCHOOL DISTRICT

To demonstrate our commitment to STEM in School Districts, the Ysleta Independent School District (YISD) students, the community at-large, and ABM recently partnered with The El Paso S.T.E.M. Foundation to support YISD students with paid internships during their summer program. The summer program is comprised of YISD students ranging from kindergarten to 12th grade, with a primary focus on robotics and the mathematics.

ABM is pleased to forecast that through the program we have designed, we can have a positive impact on the goals listed. Some of the goals that YISD has set to create a 21st century learning environment for students are as follows:

Provide an improved learning and teaching atmosphere for the entire community.

Reduce or eliminate the need of making programmatic cuts for capital improvements.

Provide real-world writings and projects.

Deliver innovative learning structures that embrace technology.

There is an abundance of economic, environmental, and social benefits that the YISD / ABM Educational Curriculum Environmental Program delivers. From the kids in kindergarten to the young adults in 12th grade, we will be able to include YISD students in our project, covering topics from math and engineering involved in energy savings to the environmental impact of reducing YISD's carbon-footprint.

Ysleta Independent School District Students Participate in Summer S.T.E.M. Foundation Internship Program

ABM Sponsors the El Paso S.T.E.M. Foundation's Intern Program

New York, NY – August 31, 2016 – Ysleta Independent School District (YISD) in El Paso, Texas partnered with the El Paso S.T.E.M. (Science, Technology, Engineering, and Mathematics) Foundation to offer a paid internship program for students participating in the robotics, architecture and CSI forensic science summer camps. Sixteen students from YISD participated in the program that was held in June and July. Funds for paid internships were provided through a \$16K donation from [ABM \(NYSE:ABM\)](#), a leading provider of facility solutions.



Ysleta Independent School District Students

This is the first time YISD teamed up with the El Paso S.T.E.M. Foundation to offer a summer internship program. The program began in early June with a “train the trainer” program for sixteen high school students. Once the students completed training to become a teacher for the camps, they began instructing YISD elementary students on object oriented computer programming, architecture concepts, robot design and implementation, and crime scene investigation. The six week program provided students the opportunity to acquire problem-solving abilities, independent thinking skills and learning to collaborate while having fun, building robots and watching their creations perform complex tasks.

[Click to Tweet](#) ABM Sponsors the El Paso #STEM Foundation's Intern Program

“The Ysleta Independent School District is proud to partner with ABM and the El Paso S.T.E.M. Foundation to further enrich the educational experiences for our students,” said Xavier De La Torre, Ed.D, Superintendent of Ysleta Independent School District.

YISD is a forward-thinking school district that offers innovative instruction for more than 42,500 students in El Paso. The district is committed to providing students and educators resources that will ensure academic success and prepare students to compete in the 21st century global society. It was a natural fit for them to partner with the El Paso S.T.E.M. Foundation which seeks to broaden the academic and career choices for El Paso students to help them succeed as they pursue their desired career path.

ABM is working with the El Paso S.T.E.M. Foundation on developing a long term plan to offer students additional opportunities to participate in internships that provide real world experience. Interns could learn about current bond renovations, HVAC system training and green energy education.

FACILITY-RELATED CUSTODIAL SERVICES

GCA’s Education Business Presence

In September 2017, ABM acquired GCA Services. GCA is a leading provider of facility services in the education and commercial industries, specializing in facilities maintenance, janitorial services, grounds management, vehicle services and outsourced workforce solutions.

GCA is the leading provider of comprehensive facility services in the nation with over 30 years of experience providing custodial, maintenance and grounds management services to specialized education and commercial markets. The company is committed to providing the best facility services to clients where the quality of cleaning, safety, maintenance, and appearance are critical to the basic function of the organization. Supported by the most sophisticated operating systems available, GCA boasts one of the strongest, most experienced management teams in the industry.



The company’s business presence spans the state – from the panhandle to east Texas down to the Gulf of Mexico, the Rio Grande Valley to El Paso and all points in between. Regional operations support offices are located in Dallas, Houston, Austin, San Antonio, Lubbock, and El Paso.

Significant Education Experience & Expertise

GCA possesses significant custodial, maintenance and grounds management experience and expertise within the K-12 market in the state. In fact, the company serves twenty-two (22) higher education institutions and over forty (40+) K-12 clients in Texas. Client partners such as Wichita Falls ISD, Allen ISD, Lewisville ISD, Marshall ISD, Livingston ISD, Plano ISD, Garland, Brenham ISD and Bastrop ISD to name a few as well as a significant portfolio of higher education clients demonstrate the strong service commitment to the education sector.

Each of these clients has a mix of academic, administrative, laboratory, fine arts, library, museum, auxiliary, athletic and conference space – all with exacting high standards of performance, service and quality expectations spread across significant campus geographies. GCA believes that to be successful over the long term, a company must have successful operational experience within similar institutions. This will ensure that each client has a service partner that understands its founding principles and institutional priorities and can maintain its facilities at the most optimum levels of cleanliness for all stakeholders. GCA possesses this practical experience in every corner of the state.

Client Retention Rate

ABM and GCA are extremely proud of their industry leading retention rate, which exceeds 96%. Very few if any facilities service companies have retained clients at this level. We believe this is unmatched in the industry. It represents GCA’s partnership approach to exceeding client expectations. We provide the management and staff,

training, systems, and support to our clients to ensure our client relationships endure over time for the benefit of the communities we serve.

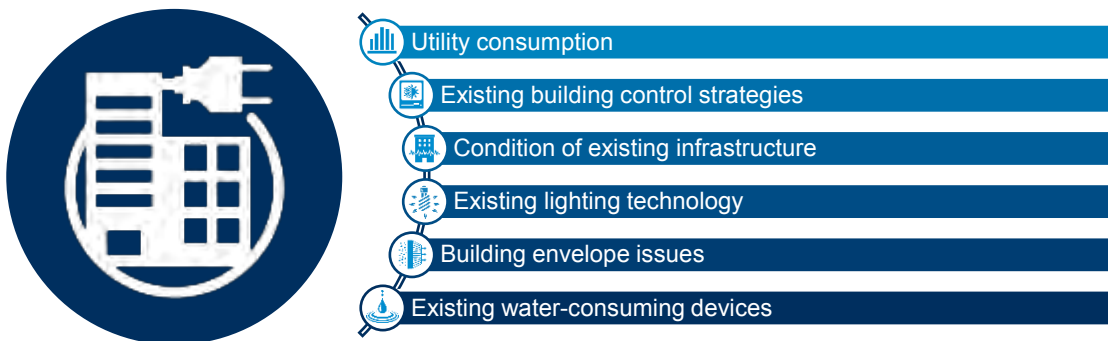
INVESTMENT GRADE AUDIT

General Approach to Investment Grade Audits

The investment grade audit (IGA) process addresses your needs through proven methods of discovery. ABM will identify opportunities for improvement and savings, allowing us to work with you to craft a tailored, value-based solutions package. We seek input from team members at all levels of your organization so that we may gain the best understanding of the unique challenges, objectives, and expectations you face every day. Each person involved from your organization will have ownership in the outcome, ensuring the success of your project. Your people know your facility best.

Once you have reviewed the Preliminary Assessment (PA) and approves the process, the IGA will be implemented. A detailed analysis will provide you with firm numbers for the energy savings and the cost of our recommended improvements. Our team will also look at how we can enable the replacement of existing infrastructure that is beyond its useful life.

During the IGA we will evaluate:



Through discussions with your staff, we will obtain information regarding building and site drawings, operating systems, building envelopes, recent modifications or renovations, and any planned changes. We will also study building plans, observe energy consuming equipment, and review the following:

Internal uses by people

Uses by miscellaneous “plug load” equipment, such as copiers, computers, vending machines

Operation & occupant schedules for each facility in conjunction with previously determined equipment load

We will evaluate the feasibility of installing energy conservation measures (ECMs) to reduce utility costs associated with operating the building. Application to each specific building will be observed, as well as the impact on the ability of the system to provide climate control. It is our engineering and design team’s goal to demonstrate and evaluate how the project will improve the efficiency of your facilities through the reduction of utility consumption and operational expenditures. The net financial benefit of the measures will be entered into a pro forma to determine the financial impact of the program.

RENEWABLE ENERGY

Renewable Energy

Energy Star[®]

Implementing energy-efficiency programs like solar, EV charging, and energy performance contracting often seems like a daunting task for many building owners. In reality, it's a perfect opportunity to promote sustainability while saving money.

ABM maintains some of the Nation's most prestigious Energy Star and LEED certified buildings throughout the United States. From this experience, we have developed the blueprint for driving energy efficiency and sustainable best practices to achieve your green building vision.

Performance Contracting

Financial solutions that help drive costs out of your operating budget, so you can reallocate capital for facility enhancements.



EV Charging Stations

Attract tenants, occupants, and staff by installing EV charging stations.



Solar

We install, operate, and maintain solar solutions to help you stabilize and reduce utility costs and generate revenue from unused rooftops and land.



Commercial and industrial buildings' energy use is accountable for around half of U.S. greenhouse gas emissions. The U.S. Environmental Protection Agency (EPA) estimates that if the energy efficiency of commercial and industrial buildings in the U.S. improved by 10%, Americans would save about \$20 Billion and reduce greenhouse gases equal to the emissions from almost 30 million vehicles.

The Energy Star® program is the EPA's energy performance rating system designed to recognize top performing buildings when it comes to energy efficiency and environmental leadership. An Energy Star® certified facility meets strict energy performance standards set by the EPA, uses less energy, operates more cost effectively, and causes fewer greenhouse gas emissions than its peers.

We want to help you and your facility use less, save more, and become more environmentally responsible. To achieve certification, each building must be evaluated for an Energy Star® rating. To qualify, the facility must perform better than at least 75% of similar buildings nationwide. With an Energy Star® certification, your facility can become a leader in sustainability and environmental stewardship.

As an Energy Star® partner, ABM will work with you to benchmark your building's current performance and develop an energy management strategy to put you on the path to certification. As your long-term partner in energy solutions, we will also continue to provide service on an annual basis to maintain your facility at peak efficiency

and preserve or even improve your rating.

ELECTRIC VEHICLES (EV) AND PLUG-IN HYBRID ELECTRIC VEHICLES (PHEV)

With over 300,000 electrical vehicles on the road, charging stations have revolutionized the refueling paradigm, bringing this fresh industry right to the doorstep of commercial business and building owners. ABM has met the growing demand for EV Charging Station solutions by proactively engaging the market for many years. Through this experience, we have developed best practices and standardized pricing and processes. Our turn-key solution approach includes full sales support, seasoned electrical expertise, and breadth of coverage.

Our hands-on field experience spans all facets of project lifecycles:

- Client education and training
- Site evaluation/preparation
- Product selection and acquisition
- Electrical engineering
- City permitting
- Installation and signage
- Electrical load testing
- Live station monitoring
- Remote diagnostics
- Federal and local regulations
- Centralized monitoring and troubleshooting
- Equipment failures
- Warranty repair
- Monthly in-field maintenance and testing*

We have developed one of the first EV charging station Maintenance programs which utilizes ABM GreenCare™, LEED, and eco-friendly products in monthly cleaning and inspection, testing and certification.

We have installed hundreds of EV stations nationally at retail centers, parking garages, corporate offices, city, state and county buildings, public parking areas, auto dealers, apartment complexes, and homes. We engage with utility companies on a national scale and have been working to create and propose legislation that will simplify the Electrical Permitting process across jurisdictions.



We also have experience with thousands of Public and Dealership DC and Level 2 EVSE installations and many positive client experiences, including:

- Porsche North American rollout for the i3 & i8
- VW Dealership EV Program
- BMW-VW Corridor Charging Program
- NISSAN
- MINI dealer rollouts
- ABB-Audi
- REV “Ready for EV” programs
- Jaguar - Land Rover

SOLAR POWER

In today's challenging business environment, many organizations are looking for ways to become more financially competitive. With the cost of solar installations rapidly declining, and the number of government and utility incentives increasing, solar has undergone a radical evolution from a feel-good environmental story to a source for businesses to gain a financial advantage over their competitors.



Since 2012, the average price of solar installation has fallen 45%



In 2014, a new solar project was installed in the U.S. every 2.5 minutes



Over the last few years, the top 25 U.S. businesses have increased their solar use by 103%

While many organizations want to reap the benefits of adopting a solar program, sometimes the challenges associated with financing solar projects prevent them from doing so. ABM enables facilities to receive the financial and environmental benefits of adopting a solar power solution, without having to assume the risks associated with the design, installation, financing and management of these systems.

Solar – A Bright Idea

Reduced and/or fixed energy costs
Insulation from energy market price volatility

Reduced demand on the energy grid
Reduced carbon footprint and reliance on fossil fuels

ABM offers turnkey self-performed solar solutions, including development, design, financing, construction, asset management, and operations and maintenance. Additionally, our experts continuously monitor solar policy state-by-state, partnering with our clients to identify the most cost-effective opportunities for development on an ongoing basis.

NETA Certified High-Voltage Contractor / Power Generation Commissioning

ABM has acted as the Engineering, Procurement and Construction (EPC) contractor on 7 ground-mount solar projects totaling more than \$14 Million of construction over the last 3 years. Our scope of work includes design, construction, commissioning, operations, maintenance and repairs. In addition to our work as a solar EPC, ABM also performs an extensive amount of power generation work with our NETA certified high-voltage technician staff. Our electrical team has completed commissioning on hundreds of power generation projects over the last 40 years. In total our electrical technicians have worked on a total of 250 MW of power generation projects. We currently manage and maintain over 11+ million square feet of critical electric distribution systems.

ZERO NET ENERGY ALLIANCE

Zero Net Energy is a designation applied to buildings or communities when annual energy use is roughly equal to the renewable energy created on or near that location. With rapidly falling renewable generation and energy storage prices, ZNE facilities are able to economically outperform non-ZNE facilities, with competitive (100% financeable) ROI.



ABM is a founding member of the ZNE alliance, which creates public/private partnerships with leading school districts, cities, states, and companies to advance a Zero Net Energy Future. The mission is to dramatically reduce energy costs and emissions while accelerating scaled adoption of clean energy and mobility technologies. ABM is prepared to work with the you in addition to this agreement through the ZNE Alliance to actively solicit grant dollar with no initial investment.

Context – States have set aggressive zero net energy goals that will transform your buildings, transport, and energy systems.

Resource – More than \$1 Billion in state clean energy grants will be awarded in 2015-2018 to drive 80% GHG reductions by 2050.

Results – By working with ZNE, partner organizations will be positioned to access grant financing, lower costs and emissions, meet stakeholder expectations, deploy advanced technology; and ensure regulatory compliance.

Strategy – To win these funds the ZNE Alliance unites leaders in energy services, building management, and sustainable mobility with best-in-class technologies and leading cities and companies.

Track Record – ZNE Alliance partners have won more than \$150 Million in competitive grants -- and are viewed by funders as innovators with proven ability to accelerate the low-carbon economy.



ABM SUSTAINABILITY




ABM maintains some of the Nation’s most prestigious **ENERGY STAR** and **LEED** certified buildings throughout the United States. From this experience, we developed the blueprint for driving energy efficiency and sustainable best practices to achieve your green building vision.



Our Bundled Energy Solutions program delivers industry-specific services in the commercial, government, education, health care, industrial, and residential markets. We aim to improve energy efficiency and the comfort, health, and safety of your facilities and their occupants. Many ABM clients have relied on us to maximize energy efficiency and lower annual operating costs. For over 30 years, our experienced team has helped our clients fund critical improvements to their facilities by generating the capital through their existing operating budget. Our expertise in energy and financial solutions provides you with the ability to modernize and optimize your facilities’ infrastructure without impacting capital budget.

Energy innovations, like our Bundled Energy Solutions (BES) program, guarantee energy savings ranging from 15% to 40% from existing spend.

We have helped our clients improve their facility sustainability goals through:

	Energy Efficiency Programs		Chemical Use Programs		Recycling & Waste Management
	Utility Monitoring, Rate Analysis, Commissioning Reports & Test Results		EPA Energy Star Benchmarking		Training Programs to Change Utility Consumption Habits

Proven Energy Solutions:

- HVAC Technologies
- EV Charging Stations
- Water Efficiency Upgrades
- Central Plant Upgrades
- Energy Management Systems
- CHW System Upgrades
- Lighting Solutions
- Geothermal
- HW System Upgrades
- Electrical Upgrades
- Co-Gen Plants
- Energy Procurement
- Wind Solar

NCPA will benefit from integrating ABM’s energy and sustainability services into this contract by:

Combining operational excellence with retrofit and replacement solutions to optimize all energy consumption opportunities.

Driving end-to-end accountability and ensuring consumption reduction guaranties by maintaining responsibility for the operation and maintenance of energy projects over the life of the investment.

JANITORIAL SERVICE CABALITIES

ABM cleans more than 4+ billion square feet of floor space every day. As a financially stable, facility services contractor, we have the experience necessary to provide cleaning solutions that maximize your investment. Our national scope and expertise provide wide ranging solutions ideally suited for all industry types. Merging the power of our workforce with innovative technologies and efficient processes, we bring the future of the janitorial services industry to your business today.

ABM provides several services to our customers, some examples include:

General Maintenance	Green Cleaning	Restroom Sanitation
Carpet Care	Hard Surface Floor Care	Recycling Services
Blind Cleaning	Clean Room Services	Computer Room Cleaning
Diversity Spend Requirements	Pharmaceutical Facility Cleaning	FDA-Regulated Environmental Cleaning
Construction Cleanup	Escalator Cleaning	Medical Waste Disposal
Lighting	Matting Programs	Landscape and Golf
Industrial Plant Cleaning	Pressure Washing	Upholstery Cleaning
GMP and GLP Area Cleaning	Window Cleaning	Airline and Airport Support

PARKING AND TRANSPORTATION SERVICES

ABM Parking Services stands at the forefront of the technology curve with one of the finest Information Technology Services Platform in the industry, supported by IBM. ABM Parking Services has instituted many state-of-the-art computer programs to simplify the parking business, as well as maintain strict regulatory requirements, including compliance with Sarbanes-Oxley. We believe it is critical to utilize technology to increase employee productivity and enhance client communication. Whether it's a new PARC system to improve revenue control, enhance efficiency or fine-tune auditing, ABM Parking Services has the experience and technology to make it happen. Our financial resources allow us to fund many of these enhancements for our clients, from small improvements to entire new parking control systems.

With ABM's expertise, facility executives can be confident their facilities will be safe, clean, and welcoming for your employees and visitors. We offer six ways to improve your parking program:

- Well-Maintained Revenue Control Equipment
- Preventative Maintenance
- Qualified, Customer-oriented Team members
- Integrate Parking with Other Services
- Safe, Energy Efficient Lighting
- Electric Vehicle Charging Stations

Valet Management Services

Valet services provide a certain level of quality experience for patrons. Whether we are offering valet services to a hospital, commercial building, hotel or airport, ABM provides your visitors with convenience and safety. Our valet program focuses on these main concepts: providing convenience to parkers to enhance customer loyalty, properly parking visitor's vehicle in a smooth, efficient, and professional manner, implementing proven processes for the complete parking experience including arrivals, departures, traffic flow, security, and policy enforcement.

ABM offers a wide range of valet parking services designed to fit your specific business need. Furthermore, we carefully screen each valet attendant for a strong customer service mindset. The capability of the valet attendant to care for the customer during the valet parking is very important to both the facility and the customer. The attendants understand that we are the first and last people your visitors will encounter, and we know how important it is to leave them with a good impression of your facility.

Shuttle Management Services

ABM Shuttle Management services can expand your facilities footprint by offering your employees and visitors easy access to local restaurants, food trucks, shopping, banks, and more. Whether we are providing to and from transportation from parking garages to facilities, aiding in patient care at hospitals, or offering temporary transportation services should you experience building renovations allow ABM to be your **clear choice**. We offer a robust GPS tracking system, camera/recording systems onboard vehicles and customize training programs to ensure your riders are receiving enhanced customer service and arriving at their destination safely.

LANDSCAPING SERVICES

ABM provides professional, full-service landscape and turf maintenance to clients nationwide. We understand the importance of providing customers with the highest quality grounds maintenance services and implementing Best Management Practices. ABM's team members are dedicated to delivering aesthetic excellence and superior service to our clients. We offer a variety of landscape & grounds solutions including:

- Landscape & Grounds Maintenance
- Golf Course Maintenance
- Athletic Field Maintenance
- Irrigation Maintenance & Installation
- Landscape Design and Installation
- Athletic Field Renovation
- Integrated Pest Management
- Aquatic Plant Maintenance
- Parking Lot Sweeping
- Interior Plant Maintenance
- Snow Removal

Landscape Design and Installation

Our professionals are qualified to design and install large commercial and residential landscape projects as well as enhancements to existing landscapes. We have the expertise to establish and maintain a landscape of virtually any size. Whether you own or manage a 100+ acre luxury resort or a multiple tenant office / commercial campus, no job is too large for ABM to take your property to a new level.

Irrigation Maintenance

While being an essential key in maintaining a healthy and beautiful landscape, irrigation can become one of the most costly and wasteful items for properties without proper maintenance and monitoring capacities. ABM's expert staff are familiar with all major irrigation brands such as Toro, Hunter and Rainbird as well as effective monitoring technology like the Maxicom system. ABM is dedicated to providing our clients with the most efficient yet effective irrigation system for their bottom line and for water conservation.

ELECTRICAL POWER SOLUTIONS

ABM Electrical Power is an independent electrical testing, maintenance, and full-service engineering services company focused on managing the life cycle of electrical power distribution systems. Services include: acceptance testing, engineering services, power quality solutions, reliability testing and maintenance, safety training, life extension and overhaul services and Asset Management Plan (AMP). Clients include major U.S. corporations, hospitals, institutions, utilities, industrial and commercial complexes and military and government agencies.

Pioneering integrity of third-party testing and necessity for standards and certifications, ABM Electrical Power was instrumental in founding the InterNational Electrical Testing Association (NETA) in 1972, and is one of the few NETA companies providing expertise internationally.

Nearly every business is critically dependent on the reliability of their power systems. Facilities are consistently faced with challenges that make managing these systems difficult:

- Rising power costs
- Unpredictable budgets
- Complexity of systems
- Increased building demand
- Power quality
- Occupant safety
- Code and standards compliance

For over 60 years, ABM Electrical Power has provided the expertise, tools and resources to help clients manage the entire life cycle of their electrical distribution systems. We offer customized programs designed to provide you with the peace of mind that your power system is running at peak performance and compliant with all safety codes and standards.

ABM's professional, degreed and certified engineers are experts in performing specification and maintenance testing in compliance with industry standards, and safety is always our top priority.

We are so serious about safety that we pioneered the integrity of third party testing, as well as the necessity of standards and certifications that ensure the safety of your facility and employees. In fact, ABM Electrical Power was instrumental in founding the InterNational Electrical Testing Association (NETA) in 1972. Today, NETA is the standards developing organization for the American National Standards Institute (ANSI). ABM is also one of the few NETA companies that provides critical power solutions and expertise in both the U.S. and overseas.

Solutions Include:

- **Asset Management Program (AMP)**
- **Start Up & Commissioning**
- **Acceptance Testing**
- **Engineering Services**
- **Upgrade, Modernization & Life Service Extension**
- **Power Quality Solutions**
- **Reliability Testing and Maintenance**
- **Customized Training Program**
- **ATS & Circuit Breaker Overhaul Services**
- **Emergency System Services (ATS/UPS/Battery Systems)**
- **Electrical System Life-cycle**
- **Assessments**
- **NFPA 70E**

DISASTER RECOVERY

ABM is prepared to develop and maintain a business continuity plan tailored to meet your needs and requirements. The plan will be reviewed and updated by ABM's executive management on an annual basis. ABM will also develop contingency operating plans in formats based on your preferences, and that meet your approval. Depending upon the type and use of the facility, the emergency plans can encompass activities to recover and restore partially or completely interrupted critical building function(s) due to building fires, utility outages, major system outages, security breaches, terrorist scenarios, natural disasters (such as earthquakes, floods, tornados, winter storms, and hurricanes), national incidents (such as pandemic illness), and any other potential contingency. ABM will also review these plans annually with its onsite staff to make certain that employees are aware of their responsibilities and duties.

Disaster Recovery Plan

In the event of a disaster or significant disruption, the Account Manager will contact and coordinate his/her efforts with the appropriate personnel. These individuals include those responsible for addressing the information technology, human resources, safety, and financial issues impacted by the disruption. ABM's business resumption efforts are coordinated through the dedicated Account Manager with the direct assistance of key regional and divisional contacts. Additionally, ABM has special supply acquisition and distribution protocols with its suppliers and distributors in the event of a serious disaster. All of these measures are in place to facilitate optimal business continuity.

Developing the Plan

Upon contract award, ABM's Account Manager will develop a Disaster Preparedness and Recovery Plan tailored to your portfolio. ABM's will also prepare a monthly emergency recall roster that will include supervisors, leads, and designated key operational personnel. This roster will be developed and submitted as part of our quality control plan.

If you already have a plan of its own, our plan can be utilized to enhance the existing plan or it can be modified to blend with the existing plan.

The development of a plan will consist of the following key steps:

Determine all the potential disruptive events that could affect the people, the facility, or the processes.

Determine the probability of those events occurring

Develop mitigation plans to reduce the levels of risk to an acceptable level

Establish recovery plans for each of the disruptive events

Prioritize the business operations and provide direction for recovery actions.

TRAINING

It is critical for your current staff and our staff to understand the operating procedures for the new equipment and their role in properly maintaining the systems to maximize savings. Our experience has shown that the manner in which systems are operated can cause up to a 20% variation in energy usage. Training is important in achieving and sustaining energy savings over time and can easily be an additional energy savings measure.

Because ABM is a nationally recognized service provider, many of our clients will ask us to design a customized training program supported with an ongoing maintenance offering. No matter the approach you choose, ABM involves your facility staff members over the course of the program, gathering their input through the study, design, and construction phases. We ensure that they are both knowledgeable and committed to the success of the program and maintaining the integrity of the new assets.

Processes for Technicians & Contractors

Initial Training

Each team member presently involved in operating or maintaining a process, and each team member before working in a newly assigned process, will be trained in an overview of the process and in the operating procedures. The training will include emphasis on the specific safety and health hazards, procedures, and safe practices applicable to the team member 's job tasks.

Refresher & Supplemental Training

At least every three years, and more often if necessary, refresher and supplemental training will be provided to each maintenance or operating team members to ensure safe operation of the facility. The employer, in consultation with team members involved in operation or maintenance of a process, will determine the appropriate frequency of refresher training.

Training Certification

The employer will ensure that each team member involved in the operation or maintenance of a process has received and successfully completed training. The employer, after the initial or refresher training, will prepare a certification record which contains the identity of the team member, the date of training, and the signatures of the persons administering the training. Testing procedures will be established by each employer to ensure competency in job skill levels and safe and healthy work practices.



Our training programs typically include a structured program on each technology installed, such as:

New Energy Management Systems (EMS)

New HVAC Systems

Lighting Systems

Automatic Meter Reading Devices

Variable Speed Drives

IR Heating Systems

Heat Pumps

Circulating Pumps

EV Charging Stations

The manner in which systems are operated can cause up to a 20% variation in energy usage.

The Training Process

Training will begin shortly after the receipt and approval of these documents by the state. ABM's professional training staff, in conjunction with the equipment manufacturer's personnel, as appropriate, will train all applicable team members in the operation, troubleshooting, and maintenance of each measure installed.

The training includes on-site instruction and practical application phases. The application phase consists of giving hands-on training in one or more locations where the equipment under study is installed. Maintenance manuals, as-built drawings, visual aids, and other customized training documents will be provided. Comprehensive documentation and systematic labeling will reinforce the initial training. As part of the periodic check of the equipment, ABM will also ensure that it is being operated and maintained properly.

ABM often schedules a 30 to 60-day follow-up training session for each major equipment item or system, allowing the O&M personnel to have a good working knowledge of the equipment operation and provides a follow-up forum to gain a higher level of understanding.

Ongoing Training

The development of a co-authored, long-term maintenance and training action plan is important. We base this plan on the type of maintenance currently being performed, the tools that are being used, and your maintenance goals. Before implementing the plan, ABM will work with the your team to assess the skills of their maintenance staff. Based on this evaluation, we will formulate a training program that best suits the needs of each staff member, which may be a combination of on-the-job training at each respective location and formal, off-site classroom instruction.

NETA Technician Training

The InterNational Electrical Testing Association (NETA) is a trade association dedicated to improving electrical testing standards in the United States and sharing those standards internationally. NETA is accredited by the American National Standards Institute (ANSI) as a standard developing entity. It is guided by an active Board of Directors consisting of professionals within the electrical testing industry. The Board meets quarterly for official meetings. Board members also participate on various NETA committees, such as the Standards Review Council, Certification Exam, Membership, Finance, Association Development and Strategy, Promotions and Marketing, Nominations and Mission Based Programs.



NETA Accredited Company (NAC) membership is tailored for third-party, independent firms involved in full-service testing, analysis, and maintenance of electrical power systems. This includes low-, medium-, and high-voltage distribution, substation, and generation equipment. About the Two-fold Accreditation Process NETA maintains a two-fold accreditation process that certifies the company and its individual technicians to assure consumers of both the qualifications of the company as well as the credentials of the individual technician. Following accreditation, the qualifications of each NETA Accredited Company and its technicians are reviewed on a regular basis.

Electrical Technician Certification

Certification of competency is particularly important in the electrical testing industry. Inherent in the determination of the equipment's serviceability is the prerequisite that individuals performing the tests be capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved.

NETA, a nationally recognized certification agency, provides recognition of four levels of competency within the electrical testing industry in accordance with ANSI/NETA ETT Standard for Certification of Electrical Testing Technicians. This standard is available as a free download in the NETA Bookstore.

The ANSI/NETA ETT establishes:

- Minimum requirements for qualification & certification of the electrical testing technician (ETT)
- Minimum training and experience requirements for ETTs and provides criteria for documenting qualifications and certification
- Minimum qualifications for an independent & impartial certifying body to certify electrical testing technicians

Four levels of classification are defined in terms of the skills and knowledge required in a given method or methods to perform specified electrical testing and maintenance activities. To proceed to a higher level, an individual shall meet the qualifications set forth and pass the examination for all previous levels.

ETT Trainee Level 1

ETT Certified Assistant Level 2

ETT Certified Technician Level 3

ETT Certified Senior Technician Level 4

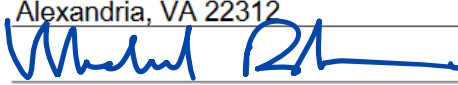
Tab 9 – Required Documents

CLEAN AIR AND WATER ACT / DEBARMENT NOTICE

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>ABM Building Services, Inc.</u>
Print Name	<u>Michael Roberson</u>
Address	<u>5701 General Washington Drive, Suite J</u>
City, State, Zip	<u>Alexandria, VA 22312</u>
Authorized signature	<u></u>
Date	<u>11/17/21</u>

CONTRACTORS REQUIREMENTS

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/17/21

ANTITRUST CERTIFICATION STATEMENTS

Antitrust Certification Statements (Tex. Government Code § 2155.005)

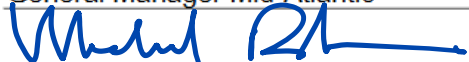
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>ABM Building Services, Inc.</u>
Address	<u>5701 General Washington Drive, Suite J</u>
City/State/Zip	<u>Alexandria, VA 22312</u>
Telephone No.	<u>((800) 791-7088</u>
Fax No.	<u>(800) 452-5306</u>
Email address	<u>Michael.roberson@abm.com</u>
Printed name	<u>Michael Roberson</u>
Position with company	<u>General Manager Mid-Atlantic</u>
Authorized signature	<u></u>

REQUIRED CLAUSES FOR FEDERAL FUNDS CERTIFICATIONS

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE BY FTA

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

STATE NOTICE ADDENDUM

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>