

# Electrical & Power Services

Solicitation No. 06-22

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**Presented to:**

NCPA | Region 14 ESC

**Presented by:**

Christopher Smith  
East Region Vice President  
ABM | Technical Solutions

MAR  
**24**  
2022

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# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ 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 seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items 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.
  
- ◆ 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
  - Proposal should address the following warranty information:
    - 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
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ 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 and regulation 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.

#### ◆ Termination

- 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

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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 \$50 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. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ 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

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

# Tab 1 – Master Agreement / Signature Form

## Signature Form

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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 Electrical Power Services, LLC &amp; ABM Electrical Power Solutions, LLC</u>
Address	<u>4390 Parliament Place, Suite S</u>
City/State/Zip	<u>Lanham, MD 20706</u>
Telephone No.	<u>(724) 502-0011</u>
Fax No.	<u>(724) 772-6003</u>
Email address	<u>christopher.smith@abm.com</u>
Printed name	<u>Christopher Smith</u>
Position with company	<u>East Region Vice President</u>
Authorized signature	<u></u>

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and ABM Electrical Power Services, LLC (“Vendor”).  
ABM Electrical Power Solutions, LLC

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 02-134, 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 Electrical & Power 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 (15<sup>th</sup>) 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

**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.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
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.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	<u>ABM Electrical Power Services, LLC &amp; ABM Electrical Power Solutions, LLC</u>
Name: <u>Matthew Mackel</u>	Name: <u>Christopher Smith</u>	
Title: <u>Director, Business Development</u>	Title: <u>East Region Vice President</u>	
Address: <u>PO Box 701273</u>	Address: <u>4390 Parliament Pl. Suite S</u>	
<u>Houston, TX 77270</u>	<u>Lanham, MD 20706</u>	
Signature: 	Signature: 	
Date: <u>April 19, 2022</u>	Date: <u>4/19/2022</u>	

# Tab 3 – Vendor Questionnaire

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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 3<sup>rd</sup> 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 checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____                            |

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

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

- Sales and Marketing

Contact Person: Christopher Smith  
 Title: East Region Vice President  
 Company: ABM  
 Address: 4390 Parliament Pl. Suite S  
 City: Lanham State: MD Zip: 20706  
 Phone: 724-502-0011 Email: christopher.smith@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

- ◆ 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

### COMPANY INFORMATION

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***Company's official registered name.***

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ABM Electrical Power Solutions, LLC and ABM Electrical Power Services, LLC.

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

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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.

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

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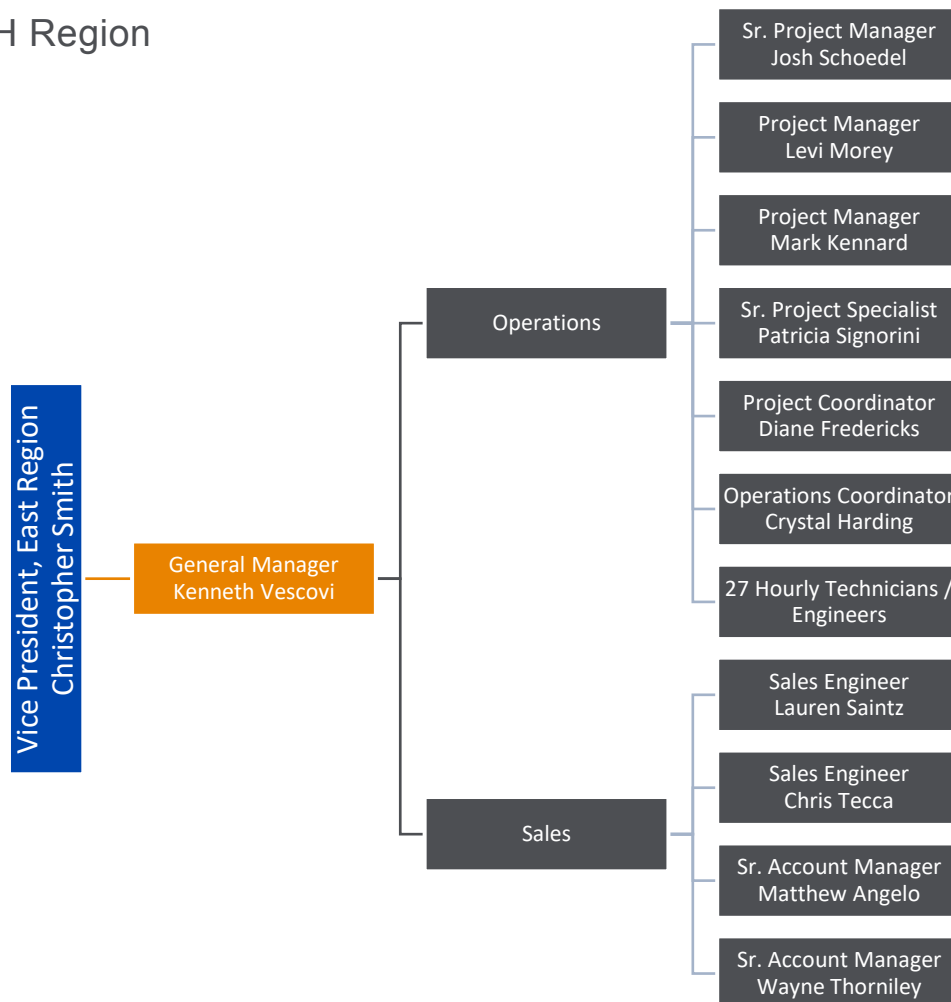
ABM's Dun & Bradstreet Number is 00-691-1622 and our rating is 5A3.

*Company's organizational chart of those individuals that would be involved in the contract.*

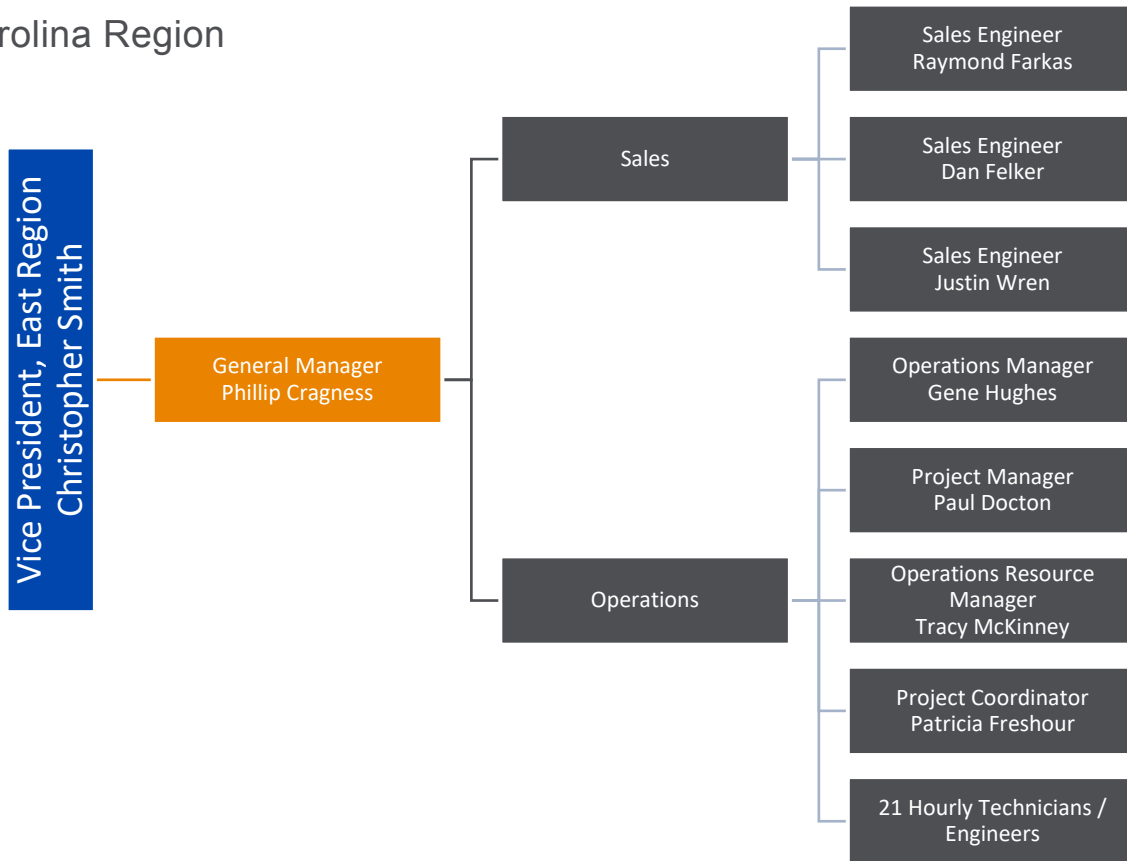
GA & TN Region



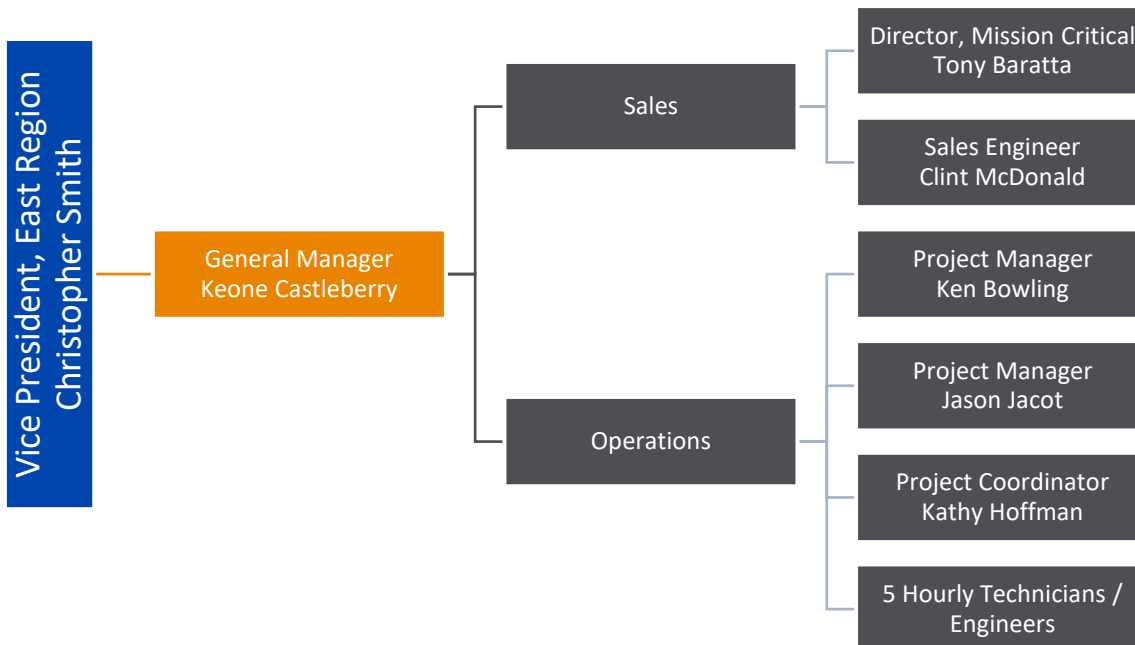
PA & OH Region



### Carolina Region



### Virginia Region



Maryland Region

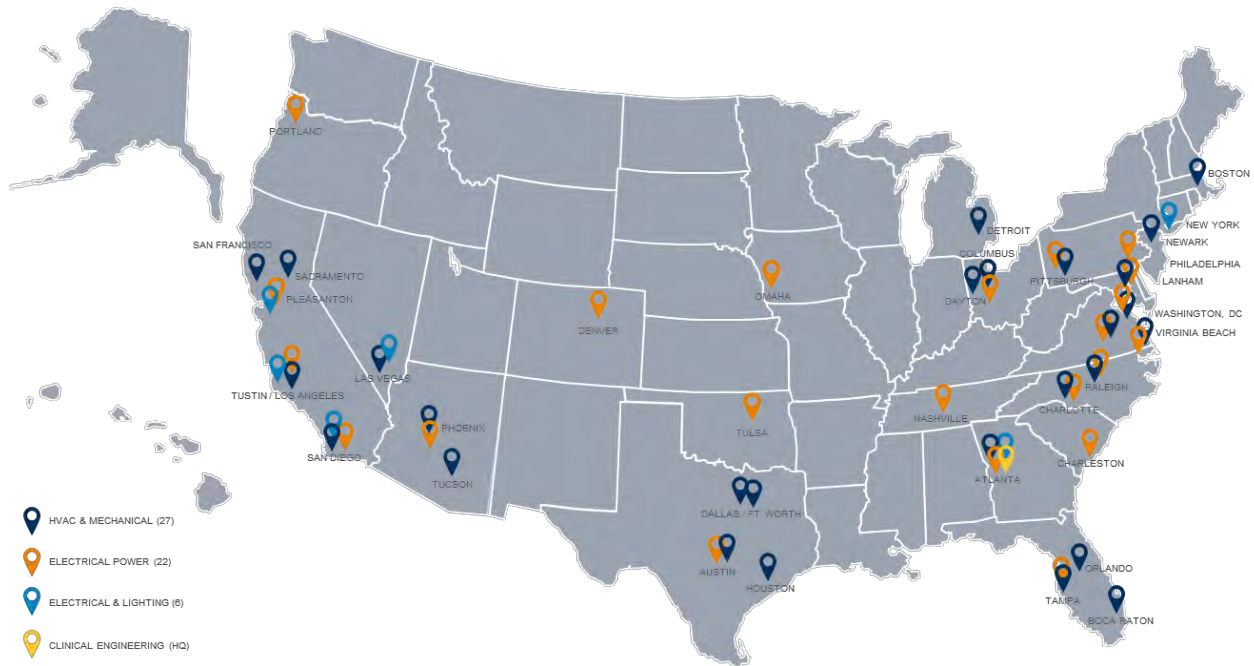


**Corporate office location.**

Our principal executive office is located at One Liberty Plaza, 7th Floor, New York, New York 10006.

**List the number of sales and services offices for states being bid in solicitation.**

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



**List the names of key contacts at each with title, address, phone and e-mail address.**

EAST – Electrical Power Contacts		
General Manager	Address	Phone / Email
James MacRitchie	1005 Windward Ridge Parkway Alpharetta, GA 30005	770.521.7550 james.macritchie@abm.com
Kenneth Vescovi	317 Commerce Park Drive Cranberry Township, PA 16066	724.772.4638 x102 kenneth.vescovi@abm.com
Phillip Kragness	6541 Meriden Drive, Suite 113 Raleigh, NC 27616	919.877.1008 phillip.kragness@abm.com
Keone Castleberry	814 Greenbrier Circle, Suite E Chesapeake, VA 23320	757.364.6145 keone.castleberry@abm.com
Jeffrey Rhoads	3700 Commerce Dr, Ste 901 Baltimore, MD 21227	240.487.1901 jeffrey.rhoads@abm.com

***Define your standard terms of payment.***

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

***Who is your competition in the marketplace?***

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Our competitors are High Voltage Maintenance, Shermco, EPS, ERS, Potomac, CE Power, and RESA Power.

***Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.***

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Due to the nature of this procurement event, ABM is not clear on the anticipated revenue impacts at this time. It would vary heavily on your members electrical needs and our ability to support them geographically.

***What differentiates your company from competitors?***

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**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 NCPA’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).



*Describe how your company will market this contract if awarded.*

---

## 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.

***Describe how you intend to introduce NCPA to your company.***

---

Once we are notified of the award, the time frame for our service start-up plan customarily takes place during a four to six-week period. We need this time for ABM and NCPA to:

- Provide advanced notification to internal customers of the change
- Conduct meetings with ABM billing and client financial staff
- Understand invoicing needs
- Introduce ABM key management to client
- Allow ABM operations to gain an understanding of building environments
- Gain understanding of prior contractor concerns (if any)
- Establish lines of communication
- Internal customer requests
- Service Exceptions
- Work orders/Invoicing
- Develop communication methods
- Email
- Logbooks
- Meetings

***Describe your firm's capabilities and functionality of your on-line catalog / ordering website.***

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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.

***Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)***

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

## TECHNICAL

### *Describe your company's Professional Services:*

**What type of offerings can you provide? (e.g., electrical asset management, emergency system, coordination studies, arc flash, short circuit, ground fault, power quality, power management, power factor, harmonics, active load management, EV networking, customer revenue stream monetization, fleet electrification, utility interfacing and planning, other)**

## ABM Electrical Power Solutions Capabilities

### NETA Accredited

- Accredited member of the International Electrical Testing Association

### NFPA 70E Compliance

- Arc flash risk assessment and analysis
- PPE testing
- Personnel safety training according to OSHA regulations

### Overhaul & Retrofit Services

- Automatic transfer switches
- Circuit breakers
- Protective relay and control systems

### Acceptance Testing

- From low voltage to high voltage equipment in excess of 550,000 volts
- Start-up and commissioning
- Project engineering and management

### Power System Studies & Engineering Services

- Arc flash risk assessment and analysis
- Short circuit and coordination studies
- Load flow analysis
- System drawings
- Energy audits & distribution optimization

### Customized Training

- Specialized training for you facility's equipment

### Electrical Protective Equipment Testing

- Testing a variety of equipment, including rubber gloves, hand tools, hotsticks, and more

### Energized Inspection Services

- Infrared inspection and scan
- Ultrasonic and partial discharge survey

### Reliability & Preventive Maintenance Services

- Servicing low to high voltage equipment in excess of 550,000 volts
- Specialized in all NETA testing and maintenance services, such as:
  - Ground fault testing
  - Power factor testing
  - Complex protective relay calibration
  - Primary current injection testing

### Power Quality Services

- Investigations, analysis, and solutions
- Harmonics, transients, and disturbances
- Grounding/neutral analysis
- Load survey & ampacity measurement
- Sub-metering
- Power factor & efficiency analysis

### Upgrade, Modernization & Life Extension Services

- Upgrade and modernize all existing electrical distribution systems and equipment
- For low voltage to high voltage systems in excess of 550,000 volts

### Emergency Service Equipment Load Testing & Servicing

- Generators
- Power transfer equipment
- UPS/Battery
- Automatic transfer switches

### Asset Management Program (AMP)

- Proactively managed, standard and code compliance program that manages the life cycle of your electrical distribution system and equipment.
- Process of inspection, testing, maintenance, modernization, and replacement of your electrical system and equipment for an established time period.

[abm.com](http://abm.com)

**Define the process for each type of study and service.**

The process would depend on the needs and particular goals of the end user to mitigate risk, improve safety and reliability. Each electrical system is designed specifically for the loads of the facility. Studies and services would vary from on site to the next. We would take a pragmatic approach to all issues and customize a solution accordingly.

**List the Key Personnel responsible and a minimum of (1) resume showcasing their qualifications.**

Chukwuemeka N. Obikwelu, PE, PhD

Chukwuemeka onboarded as Engineering Manager with ABM in July 2021.

See attached résumé following this page.

## CHUKWUEMEKA N. OBIKWELU, PE, PhD

251 Tenth Street NW Apt No. A305, Atlanta GA 30318 | cobikwelu3@gatech.edu | 503-410-4305 | US Citizen

### PROFILE SUMMARY

- Strategic & highly motivated engineer, researcher, educator and technical leader with over 10 years of multifaceted industry experience, in addition to just over 5 years of postbaccalaureate and advanced academic experience, in electrical energy & power systems. Extensive theoretical and practical knowledge in the following selection of specialty areas: NERC Compliance (PRC, CIP & FAC); T&D protection, automation, control, & monitoring; disturbance event analysis & reporting; transmission planning studies; renewable energy interconnection; advisory capability in emerging grid-impacting technologies & innovations; technical training, in addition to engineering mentorship & development. Experience with multi-stakeholder and cross-functional collaborations around business objectives, client-facing engagements for business development, project management, and deep familiarity with industry best-practices, regulatory policies, and laws. Interested in opportunities to provide technical leadership and strategic direction to work functions and engineering resources that are dedicated to the safe, economic, sustainable, and reliable operation and maintenance of electrical power system assets – while also supporting robust engineering resource training, development, and wellness programs.

### EDUCATION

Georgia Institute of Technology, Atlanta GA.

- *Doctor of Philosophy (PhD), Electrical Engineering, Major in Electrical Energy; Minor in Public Policy.*  
GPA: 3.73/4.00. (Aug. 2016 – Feb. 2021)

Michigan Technological Technology, Houghton MI.

- *Master of Science (MSc) in Electrical Engineering, Power Systems.* Final GPA: 3.70/4.00. (Aug. 2006 – May 2008)

Wayne State University, Detroit MI.

- *Bachelor of Science (BSc), Electrical & Computer Engineering.* GPA: 3.50/4.00, Cum Laude. (Aug. 2000 – Aug. 2005)

Rutgers University, Camden NJ.

- *Certificate in Project Management, Executive Education (plus Agile & Lean Six Sigma)* (Aug. 2020 – Nov. 2020)

### PROFESSIONAL LICENSES

- Professional Engineer (PE), No. 51173, State of Washington, October 2013.
- Engineer-In-Training (EIT), April 2013.

### SKILLS & LEADERSHIP PERSONALITY SUMMARIES

**Skills Group.**

- Power Systems Simulation Software Group: CAPE, ASPEN, ETAP, PSS/E, ATP.
- Computational Analysis Tools/Software Group: Mathcad, MATLAB, Microsoft Excel.
- Business Management Software Group: Primavera, SAP, Microsoft Project.
- Programming Languages Group: Visual Basic, Perl, R, Python.
- Communications Group: Strong interpersonal skills; strong written & oral presentation communication skills.

**Leadership Personality.**

- Principled; strategy-based; diplomatic; motivational; agile; resilient; technology-driven; data-driven; straightforward.

### EXPERIENCE

Principal Engineer (Part-Time)

(Apr. 2019 – Oct. 2019)

*Protection & Control (P&C) Applications, Southern Company, Forrest Park, GA.*

- Performed detailed Quality Assurance/Quality Control (QA/QC) pre-engineering and post-engineering reviews on multiple transmission projects to ensure compliance with engineering standards and stakeholder expectations.
- Developed detailed QA/QC P&C design checklists for new-control-house transmission substation projects.
- Developed and reviewed philosophy guides for transmission protection relaying.

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- Participated in multi-(operating)company, multi-stakeholder deliberations to address shared ground protection concerns and to devise associated mitigation strategies.
- Developed detailed guidelines for the P&C design of non-standard distribution substation installations.
- Developed and executed a test-plan to evaluate a proposed, new protection logic for a sub-transmission power transformer relay – where the new logic provides protection reliability during transformer inrush events.
- Participated in subject-matter-expert (SME) and management deliberations across operating companies over emerging industry technologies.
- Other duties as deemed valuable to departmental or corporate objectives.

### GEM Doctoral Fellow/Renewable Energy Interconnection Summer Research Assignment (Jun. 2017 – Sep. 2017) *Power Electronics & Electric Machinery Group, Oak Ridge National Laboratory, Knoxville TN.*

- Researched the behavior of Voltage-Source Converters during power system fault conditions.
- Researched the behavior of faulted Multi-Terminal (High Voltage) Direct Current (MTDC) systems with symmetrical and asymmetrical monopole station configurations – evaluating system behaviors under pole-pole and pole-ground faults.
- Developed preliminary schematics for local-end line relay protection with recommendations for scheme redundancy.
- Developed preliminary schematics for “wireless” or IEC-61850-based local-end line protection with recommendations for scheme redundancy.
- Delivered a work-report, and comprehensive presentation slides, on my summer work; also identified future research work for a more comprehensive MTDC system protection design.
- Participated in a competition against other GEM fellows at ORNL, came out in 1<sup>st</sup> place, and was selected to represent the lab in a technical presentation competition at the National GEM board meeting—where I placed a close 2<sup>nd</sup> place.
- Other duties as assigned.

### Senior Engineer (Sep. 2013 – Mar. 2016) *Power System Protection Engineering (SPE), Southwest Public Services, Xcel Energy. Amarillo, TX.*

- Performed power system protection studies (using CAPE), reviews, design & settings at the 69kV, 115kV, 230kV & 345kV voltage levels (for capital and O&M projects).
- Performed system disturbance investigation using SCADA/EMS data and created mis-operation reports for communicating findings to the engineering team, project sponsors, and senior management stakeholders.
- Maintaining familiarity with essential industry and regulatory standards ( e.g., IEEE, IEC, NERC, FERC & ANSI) to ensure compliancy with project quality management requirements and risk management requirements.
- Served as the (NERC PRC-023) Regulatory Compliance Lead, managing compliancy across qualified transmission capital and O&M projects as a risk management effort to reduce or eliminate vulnerability to regulatory compliance violations.
- Served as “Departmental Lead” for the (line conductor, current transformer, etc.) facility ratings change-requests evaluation & processing; working cross-departmentally with Substation Design leaders to ensure that protection devices were not operationally limiting transmission line loadability across the grid. (Awarded recognition in excellence for work completion before NERC facility ratings compliancy deadlines)
- Served as Team Leader for the Xcel Energy “Transformer Protection Philosophy” Harmonization Effort across all three Xcel Energy operating companies.
- Provided technical support to field relay technicians, commissioning engineers, and also provided technical mentorship to internal SPE staff.
- Invented an educational system to challenge internal engineers to write and internally publish technical papers – as a creative means to assure knowledge retention and transfer.
- Served as the short-term Regional Lead on “Human Performance Improvement (HPI) Tracking” for human-errors/human-factors across the system protection engineering & substation design engineering departments.
- Volunteered as a Professional Mentor in semester-long mentorship program arrangements with the engineering department of Amarillo College.
- Other duties as deemed valuable to departmental or corporate objectives.

### Engineer III / Senior Engineer (Jul. 2012 – Aug. 2013) *Substation Protection & Control (P&C), Pike Energy Solutions (became UC Synergetic), Pike Electric. Portland, OR.*

- Worked closely with the Project Management Office (PMO) and other stakeholders to develop project scope documents, Statement-Of-Work (SOW) documents, project cost estimates, project schedules, and wo/manpower (or human resource) work allocations - for “Brown field” (i.e., upgrades, O&M) and “Green field” (i.e., new, capital) projects.
- Managed assigned project schedules with a team of junior engineers and designers to complete deliverables on time, on budget, to high quality specifications, and within scope specifications; avoiding scope-creep, but also successfully obtaining

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- change-request approvals for proposed work expansions that improved the value of the project to the client – thus, strengthening business relationships.
- Worked closely with the Project Manager and Department Director in new business development endeavors, to increase the client base.
- Led and mentored a team of drafters, designers, and engineers on multiple projects.
- Followed internal QA/QC protocols to maintain a high level of engineering excellence in project work processes and deliverables.
- Executed senior role in substation protection, control, monitoring and SCADA design upgrades for multiple “brown field” projects - including but not limited to creating complete end-to-end project packages (comprising Bill of Materials, Cable Lists, SCADA Points Lists, etc.), and reviewing P&C projects completed by peer and junior engineers.
- Replaced electromechanical (E/M) control and monitoring schemes for transmission and high-voltage (HV) distribution power transformers with digital control and monitoring schemes.
- Performed transmission and high-voltage distribution breaker mechanism and control replacements.
- Performed substation protection & control system upgrades from E/M relay technology to microprocessor relays.
- Performed Supervisory Control And Data Acquisition (SCADA) system upgrades: revamping the polling of control and indication status data points from protection and monitoring equipment using L&G RTU, GE D20 RTU and SEL RTAC.
- Developed and delivered complete P&C design project packages, including – single-line drawings, three-line drawings, DC control drawings, layouts, front/rear view drawings, rack/panel wiring diagrams, communication block diagrams, etc.
- Performed short-circuit studies, relay settings, and protection coordination studies, using a software portfolio that includes ASPEN, ETAP, AcSELErator (Schweitzer Engineering Laboratories), EnerVista (General Electric), and others as needed.
- Performed renewable energy interconnection studies for collector substation installations.
- Applied industry best-practices and exceeded regulatory compliance standards across every project to respectively assure work quality and protect clients from regulatory compliance violation vulnerabilities – notable regulatory bodies and industry best-practices sources include NEC, IEEE, ANSI, IEC, NEMA, WECC, NERC and FERC.

**Power Systems Instructor / Professor** (Jan. 2010 – Jun. 2012)  
*Schweitzer Engineering Laboratories University (SELU), Schweitzer Engineering Laboratories (SEL), Pullman, WA.*

- Delivered technical training to SEL clients across the United States, based on *annual-schedules* and *on-demand* schedules.
- Delivered training covering the entire or over 95% of the SELU course curriculum, including – “Power System Fundamentals for Engineers” (PWRS 400); “Protecting Power Systems for Engineers” (PROT 401); “Distribution System Protection” (PROT403); “Industrial Power System Protection” (PROT405); “Transmission Line Protection” (PROT407); “Generation System Protection” (PROT409); “Substation Equipment Protection” (PROT411).
- Delivered top-quality lectures in the “Fundamentals Training Track” section, at the “Western Protective Relaying Conference” (WPRC) in Spokane WA in 2010 and 2011. (Received excellent performance scores and feedback from conference attendees, beating other lecturers from SEL market competitors).
- Participated in SELU course development and revamps to improve instructional design & quality.
- Participated in the engineering training & development program for SEL Engineering Services staff (engineers).
- Participated in technical job interviews, candidate assessments, and hiring decision-making for different SELU essential or leadership positions.

**Engineer II** (Jun. 2008 – Dec. 2009)  
*Power System Protection Engineering / System Planning, Consumers Energy, Parnall Office, Jackson, MI.*

- Performed short-circuit studies, protection and control scheme upgrades, relay settings calculations, peer-reviews & protection coordination studies for transmission and high-voltage (HV) distribution projects (using CAPE) - for capital and O&M projects.
- Delivered testing and validation assessments on the “Alpha-Plane” feature of the SEL-311L Line Differential relay, as part of a (then) near-term plan to begin installing the device for 46 kV distribution system protection.
- Designed recloser, motor-operated-air break switch and sectionalizer *operation sequencing schemes*, with the purpose of facilitating automatic and selective isolation countermeasures to quickly identify disturbed network areas or components, and expedite power restoration in distribution systems.
- Collaborated regularly and closely with the Transmission System Planning department to evaluate protection design alternatives to support Distribution Capacity Planning (DCP) loadability objectives.

**Adjunct Professor** (Jan. 2009 – Nov. 2009)  
*Physics Department, Spring Arbor University, Spring Arbor, MI.*

- Taught 300-Level Physics and Electronics courses.

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### Engineer I

(Sep. 2005 – Aug. 2006)

*Substation Design Group, Commonwealth Associates Inc., Jackson, MI.*

- Performed P&C equipment upgrades, and relay setting calculations for multiple transmission and HV distribution projects.
- Collaborated with senior engineers to complete different parts of large transmission substation renovation projects.
- Provided regular support to field technicians and commissioning engineers throughout project commissioning stages.
- Other duties as assigned.

### Summer Intern

(May 2005 – Aug. 2005)

*Power Systems Transmission Planning Group, Michigan Electric Transmission Company (METC), Ann Arbor MI.*

- Performed transmission planning studies using the Power System Simulator for Engineering (PSS/E) software.
- Performed contingency analysis & voltage studies for the METC power system (138 kV).
- Performed interconnection studies for the METC power system (138 kV).
- Performed other duties as assigned.

## Selection of Industry/Research Publications

- C. Obikwelu and S. Meliopoulos, "CT Saturation Error Correction Within Merging Units Using Dynamic State Estimation," in 2020 IEEE 3rd International Conference on Renewable Energy and Power Engineering (REPE), Edmonton, Canada, October 2020.
- C. Obikwelu and S. Meliopoulos, "Optimized Power System Voltage Measurements Considering Power System Harmonic Effects," in 2nd EAI International Conference on Sustainable Energy for Smart Cities (SESC), December 2020.
- C. Obikwelu and S. Meliopoulos, "VT Instrumentation Channel Error Correction Using Dynamic State Estimation," in 2021 North American Power Symposium (NAPS), Arizona, 2021 (Accepted).
- C. Obikwelu and S. Meliopoulos, "CT Instrumentation Channel Error Correction Using Dynamic State Estimation," in 2019 North American Power Symposium (NAPS), Wichita, 2019.

## AWARDS & RECOGNITION

- Georgia Tech Intel Diversity Fellowship Award, 2019.
- Georgia Tech "Faces of Inclusive Excellence" Award, July 2018.
- PhD Presidential Fellowship Award, Georgia Institute of Technology (2016-2020).
- 3M S.T.E.M. Fellowship Award, Georgia Institute of Technology (2017-2018).
- GEM Doctoral Fellow Award, The National GEM Consortium (2017-2020).
- Leadership Fellowship Award, Georgia Institute of Technology (2017-2018).
- MSEE Fellowship, Michigan Technological University - Consumers Energy, 2007.
- "The Ford Motor/Detroit Urban League Scholarship", College of Engineering, Wayne State University, 2003 & 2004.
- "Kehrl Endowed Scholarship", College of Engineering, Wayne State University, 2000.
- "The James E. & Christina Orr Scholarship", College of Engineering, Wayne State University, 2002.

## MEMBERSHIPS

- Full Member, Sigma Xi, The Scientific Research Honor Society.
- Senior Member, Institute of Electronics & Electrical Engineers (IEEE).
- Member, Beta Mu GT Chapter of Eta Kappa Nu (HKN) – Honor Society for ECE.
- Member, Tau Beta Pi Engineering Honor Society.
- Member, North American Transmission Forum (NATF).
- Member, Golden Key International Society.



**What % of your company's business is this to your core business?**

40-45% of our business is comprised of preventive maintenance and engineering services.

**Do you self-perform this work? If not, who do you partner with? Provide documentation.**

Depending on geography, ABM self-performs 95% of our services. We utilize subcontractor partners in the following cases: 1) Meeting Supplier Diversity requirements or 2) Performing services not in our core competency or that don't fit our business model. These are determined on a case-by-case basis.

***Describe your company's Maintenance and Testing***

---

**What type of offerings can you provide?**

**(e.g., preventative and full maintenance contracts, remote monitoring, voltage and current diagnostics, ultrasonic testing, infrared thermal scanning, tracing, training, site surveys)**

Please see our capabilities on page 19 of this proposal.

**Define the process for each type of maintenance or testing of the system or the equipment. (switchgear, circuit breakers, transformers, relays, switches, MCC, VFD, ATS, etc)**

ABM Electrical Solutions/Services is a NETA accredited organization. All testing would be performed in accordance with the latest applicable NETA standards.

**List the Key Personnel responsible and a minimum of (1) resume showcasing their qualifications.**

Chukwuemeka N. Obikwelu, PE, PhD

Chukwuemeka onboarded as Engineering Manager with ABM in July 2021. See attached résumé on page 21 of this proposal.

**What % of your company's business does Maintenance and Testing comprise?**

Testing 100% Maintenance Testing and Engineering Services approximately 45%. Acceptance testing and commissioning is approximately 55%.

**Do you self-perform this work? If not, who do you partner with? Provide documentation.**

Depending on geography, ABM self-performs 95% of our services. We utilize subcontractor partners in the following cases: 1) Meeting Supplier Diversity requirements or 2) Performing services not in our core competency or that don't fit our business model. These are determined on a case-by-case basis.

***Describe your company's Corrective Repair & Installation Services***

---

**What type of offerings can you provide?  
(e.g., retrofit, energy retrofit, upgrade life extension and modernization, ATS and circuit breaker overhaul)**

Please see our capabilities on page 19 of this proposal.

**Define process for each type of corrective repair and installation of the system or equipment.**

Corrective repairs would depend on the nature of the issue. We seek to establish a safe working environment via LOTO procedures and either repair or replace the defective device. We would perform acceptance testing on new product prior to installation to ensure safe energization. Again, we would follow NETA standards for all work performed.

**What is your companies bonding and licensing capabilities?****Bonding**

- Total Bonding Capacity Aggregate: \$75,000,000
- Bond Rate per \$100K: .0000645
- Bonding Company's AM Best Rating: A++XV

**Licensing**

ABM is a national facility service company serving customers throughout 295 metropolitan areas in 50 states, Puerto Rico and Canada. To the extent required, ABM has valid business licenses in all local jurisdictions in which we do business. These licenses are maintained in the applicable local office as required by law. In the event a particular license is of concern as to this bid, please advise ABM of the local jurisdiction name and ABM will provide a copy of the specified license.

**List the Key Personnel responsible and a minimum of (1) resume showcasing their qualifications.****Chukwuemeka N. Obikwelu, PE, PhD**

Chukwuemeka onboarded as Engineering Manager with ABM in July 2021. See attached résumé on page 21 of this proposal.

**What % of your company's business does Corrective Repair & Installation Services comprise?**

2-5%

**Do you self-perform this work? If not, who do you partner with? Provide documentation.**

Depending on geography, ABM self-performs 95% of our services. We utilize subcontractor partners in the following cases: 1) Meeting Supplier Diversity requirements or 2) Performing services not in our core competency or that don't fit our business model. These are determined on a case-by-case basis.

**Acceptance Testing, Startup & Commissioning Services**

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**What type of offerings can you provide?  
(e.g., systems startup and checkouts, controls verification, rebate, auditing, other)**

Please see our capabilities on page 19 of this proposal.

**Define the process for validation of system or equipment operation to design.**

Engineering review and acceptance testing in accordance with NETA standards.

**List the Key Personnel responsible for managing this and a minimum of (1) resume showcasing their qualifications.**

Chukwuemeka N. Obikwelu, PE, PhD

Chukwuemeka onboarded as Engineering Manager with ABM in July 2021. See attached résumé on page 21 of this proposal.

**What % of your company's business does Acceptance Testing, Startup & Commissioning Services comprise?**

Approximately 55%.

**Do you self-perform this what? If not, who do you partner with? Provide documentation.**

Depending on geography, ABM self-performs 95% of our services. We use subcontractor partners in the following cases: 1) Meeting Supplier Diversity requirements or 2) Performing services not in our core competency or that don't fit our business model. These are determined on a case-by-case basis.

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**Define your company's project management plan.**

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## Service Expectations

Upon award of this service agreement, ABM's General Manager, Project Manager, Project Coordinator, and senior leadership would meet with representatives of NCPA to review and confirm our understandings of your service expectations.

Items to be reviewed would include:

- Site Safety Plans
- Scheduling of Service Delivery
- Security and Access to Each Facility, Local Contacts and Sign-In Procedures
- Staging Areas and Material Storage, if applicable
- Detailed Scope Review
- Post Delivery Communications
- Communications of Abnormal Situations, Including Recommendations
- Corrective Actions and Updates
- Emergency Service Contact and Procedures
- After Hours Access
- Customer C.A.R.E. Program

ABM will build a delivery schedule, using both the expectations defined in your bid document, the information collected during the above-noted meeting and our generally accepted PM practices as outlined in our Service Tasking Sheets.

Your representatives will be notified in advance of any scheduled service calls to ensure no disruption of branch operations.

Following service delivery, our Project Coordinator or Project Manager will collect all the service reports and relevant information and transmit to your representative.

We will work with your team to streamline the invoice and payment process to work best for both our organizations. Your processes and procedures will be understood by our team to help facilitate that effort.

Initially, we will ask to meet quarterly to review the activities of the past quarter, obtain your feedback and then adjust our behaviors to account for the information we learn in that meeting.

## Implementation

ABM will work with NCPA to execute your implementation plan based on the specific issues and facility requirements. We'll develop this plan in acute detail as we work with your staff to gain a clear understanding on how our team should interface with your staff.

ABM will work in strict accordance with NCPA's procedures, rules, and regulations for site orientation and contractor admittance requirements. The safety of your staff and our own personnel is of paramount importance.

Our team will be prepared to implement the electrical and power program in a manner that ensures success. We'll conduct progress meetings, which include an agenda and post-meeting notes provided at your request. Our electrical team's level of communication and responsiveness has set a new industry standard and has earned us the respect and appreciation of our clients.

ABM is a licensed electrical contractor. We avoid the mark-up stacking scenarios shared by our competitors and maximize the full benefit to NCPA.

*Define your company's quality control program.*

## 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

***Describe your company’s warranty program.***

ABM has a standard one (1) year service warranty; parts warranties are pass through.

## SUITABILITY OF TESTING EQUIPMENT

***Describe your company’s calibration program and to what standards you comply with.***

As a NETA accredited organization, we are required to perform annual calibrations of all test equipment traceable to NIST (National Institute of Standards and Technology).

## EMERGENCY RESPONSES

***Describe your company’s emergency response and readiness program.***

### 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 NCPA go directly to the Customer Care Center or local branch. As calls/emails are received, a work order is opened in Alliance, which is time and date stamped. The Customer Care Center or local branch dispatches the appropriate technician to the client site and upon receipt of a verified ETA (estimated time of arrival), the Customer Care Center or local branch 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 or local branch 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.

## Escalation Process

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.



## 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.

## TESTING REPORTS

*Describe your company's testing report and record management system.*

---

### Power DB Pro

PowerDB is software used for the collection and reporting of data from maintenance and inspection activities performed on equipment used in the generation, transmission, and distribution of electric power. The software includes interfaces for many common test instruments and allows for automated testing and data acquisition, as well as imports from various file formats. Result and summary reports can be easily generated.

PowerDB provides a simple and consistent user interface to many Megger instruments including the DELTA Series Power Factor Test Sets, 3-Phase TTR units, earth testers, 5 and 10kV insulation testers, and many more.

Data can be imported from various sources, acquired directly from test instruments, or entered manually. Maintenance reports can be easily generated for scheduling, for highlighting overdue tasks, or for satisfying compliance audits.

Assets are efficiently organized in the database and can be searched for by their location, serial number or asset ID number. Querying and trending of data over time provides a user with analysis tools to help in evaluating the condition of equipment.

## QUALIFICATIONS OF TESTING ORGANIZATION

*Describe your company's testing organization and to what standards and codes you comply with.*

---

### NETA Accreditation

ABM is an InterNational Electrical Testing Association (NETA) accredited company with more than \$90 Million in annual revenues in the Electrical Power Division.

ABM Electrical Power Solutions was a founding member of the International Electrical Testing Association (NETA). NETA was established in 1972 to ensure the integrity of third-party electrical testing and certification.

NETA is the standards developing organization for the American National Standards Institute (ANSI) and publishes Acceptance and Maintenance Testing Specifications. NETA certifies member companies and their technicians, and it is the highest accreditation possible in the industry.

*Do you use an independent third party?*

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ABM is an independent third party.



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***Demonstrate your technical expertise and experience:***

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**How many years of experience do you have? Provide evidence.**

ABM Electrical Power Solutions LLC, formerly known as MET Electrical Testing, was established in 1959. It was the first completely independent electrical testing company in the county. Until that time, it was customary for testing to be performed by the equipment manufacturer, installing contractor, or a related entity. MET pioneered the integrity of third-party testing and the necessity for standards and certifications. In 1972, the firm was instrumental in founding the InterNational Electrical Testing (NETA). Today NETA is a standards developing organization for the American National Standards Institute (ANSI) and publishes Acceptance Testing and Maintenance Testing Specifications. NETA also certifies member companies and their technicians, which is the highest accreditation possible in the industry.

In 1974, MET opened its Pittsburgh, Pennsylvania facility providing services in western and central Pennsylvania, Ohio and West Virginia. In 1980 the company established a Norfolk, Virginia office to service southern Virginia and North Carolina. In 2002 MET opened its Berlin, New Jersey office to serve Delaware, New Jersey, New York and eastern Pennsylvania. Currently offices are located in Pittsburgh, Columbus, Cleveland, Chesapeake, Lanham, Baltimore, Raleigh, Phoenix, Atlanta, Charlotte, Denver, Austin, Pleasanton, San Diego, and Irvine.

Initially, ABM provided substation acceptance testing services as its core offering. Later, capabilities were expanded to include switchgear testing, metering, power quality services, design engineering services, oil analysis, arc flash and coordination studies, and rubber goods testing. Today, ABM is a single source for all field and engineering services necessary to ensure the reliability, safety, compliance, and capacity of any electrical power system, as well as the quality of power delivered to the end user applications.

ABM's clients include major US corporations, hospitals, institutions, industrial and commercial complexes, utilities, as well as military and government agencies, many of which have multi-year service contracts with the company. In addition to having national coverage, ABM has also completed projects in Iceland, Spain, Morocco, Botswana, the Philippines, Thailand and the Dominion Republic. ABM has an extensive inventory of test and diagnostic equipment, and the expertise to provide a full range of life extension and modernizations programs for low, medium, and high voltage electrical installations.

**Do you have a NETA membership? Provide evidence.**

## NETA Accreditation

ABM is an InterNational Electrical Testing Association (NETA) accredited company with more than \$90 Million in annual revenues in the Electrical Power Division.

ABM Electrical Power Solutions was a founding member of the International Electrical Testing Association (NETA). NETA was established in 1972 to ensure the integrity of third-party electrical testing and certification.

NETA is the standards developing organization for the American National Standards Institute (ANSI) and publishes Acceptance and Maintenance Testing Specifications. NETA certifies member companies and their technicians, and it is the highest accreditation possible in the industry.

**What training and certifications do your technicians have. Provide evidence and a minimum of (5) resumes.**

## Forest E. Vallad, Field Engineer

### **MET Electrical Testing Company, LLC. Engineering Technician:**

Perform acceptance testing and maintenance/reliability testing on electrical power equipment and systems. This equipment includes, but is not limited to switchgear, circuit breakers, transformers, protective relays, metering, instrument transformers, cables, motor starters, generators, and surge protection devices. Involved in sampling of insulating mediums such as oil and SF. Gas. Responsibilities also include performing thermographic surveys, troubleshooting, fault repairs, and retrofitting and reconditioning electrical equipment.

- NETA Certified Technician Level 5

### **Professional Experience Summary:**

Fifteen years of experience in the electric/electronic field. Experienced in the maintenance and operation of low-voltage, medium voltage power plants and their associated distribution systems and electronic controls.

### **Career History:**

- Field Engineer: 2000-Present  
MET Electrical Testing Company, Virginia Beach VA
- Electrician/Power Plant Operator: 1995-2000  
Virginia Beach General Hospital, Virginia Beach, VA
- Electrician/Foreman: 1997-1995  
Eagle Electrical Corp. Virginia Beach, VA
- Avionics Electrician: 1983-1987  
U.S. Marine Corps, Various Locations

### **Education:**

- Completed 50 semester hours towards Engineering Degree, Tidewater Community College
- National Electric Code, Old Dominion University

### **Training Seminars:**

- Russ Electric Switchgear and Controls Seminar
- MET Electric Safety Seminar
- Naval Air Maintenance Basic Electronics and Electrical Systems
- Aircraft Electrical Systems

**Comparable Jobs:**

**Acceptance Testing Services**

<b>Project</b>	Naval Station Norfolk, Job #N40085-16-D-1403-0011; \$187,147 Completed 7/2018
<b>Equipment</b>	LV Breakers, Relays, CTs, CPT, Switchboard and Transformers
<b>Company</b>	Tuskegee Contracting, LLC 15 N. Mallory Street, Hampton, VA 23663
<b>Contact</b>	Mr. Jeffrey Rayford (jrayford@tuskegeecontracting.com)
<b>Phone</b>	757-723-3989

**Acceptance Testing Services**

<b>Project</b>	Smith Bldg.; Job # EP2897905; \$440.00 Completed 11/2018 Richmond, VA 23296
<b>Equipment</b>	Low Voltage Breakers
<b>Company</b>	Virginia Commonwealth University Richmond, VA 23296
<b>Contact</b>	Mr. David Melling (drmelling@vccu.edu)
<b>Phone</b>	804-828-2535

**Acceptance Testing Services**

<b>Project</b>	UVA Heat Plant; Job #2104215; \$9,210.00 Completed 5/2019 Charlottesville, VA 22903
<b>Equipment</b>	Low Voltage Breakers
<b>Company</b>	University of Virginia Charlottesville, VA 22903
<b>Contact</b>	Mr. Shawn Wills (SSW2E@VIRGINIA.EDU)
<b>Phone</b>	757-464-3522

## Kevin Everett, Engineering Technician

### ABM Electrical Power Solutions, LLC

#### Qualifications:

Work well without supervisor, Ability to prioritize and remain focused on the essence, also excellent with customer support services and finally, skilled at learning new concepts quickly while working well under pressure.

- NETA Certified Technician Level 3

#### Experience:

- 03/2008- Present | ABM Test Technician (formerly MET) | Chesapeake, VA; Managed:
  - James Rivers Wastewater Treatment Facility
  - Massaponax Wastewater Treatment Facility
  - City of Richmond Wastewater Treatment Facility (upgrades)
  - Various testing at military bases
  - Arc flash study at Obici Hospital, Suffolk, VA
  - Acceptance testing of various circuit breakers
  - Cable/ground testing
- 08/2007/-03/2008 | Electrician at E.G Middleton | Norfolk, VA
  - Installed AC, DC, single, and 3-phase motors
  - Installed duct bank, rigid conduct, and EMT
  - Wired panels and installed lighting control circuits
- 02/2007-08/2007 | Leader/Rigger at Coastal Contractors | Chesapeake, VA
  - Loaded/unloaded commercial vehicles
  - Rigged loads property and ensured cargo was secure
- 02/2003-01/2007 | Assembler at Ford Motor Company | Norfolk, VA
  - Assembled motor vehicle on Assembly line
- 1999—02/2003 | Apprentice at IBEW Local 80 | Norfolk, VA
  - Installed electrical components including panels, transformers, motors, lighting, conduit (rigid, EMT, and PVC), traffic loops, high mas lighting, and grounding
  - Gathered appropriate materials
  - Read blueprints for commercial and industrial projects

#### Education:

- 1999-2003, 2007-2008 Norfolk Vo-Tech
- IBEW Local 80 Apprenticeship: Participated in apprenticeship for IBEW Local 80

**Comparable Jobs:**

Acceptance Testing Services	
<b>Project</b>	P-998 DD8 Electrical Distribution Upgrades; Norfolk Naval Shipyard, Portsmouth, VA
<b>Equipment</b>	Insulation Resistance Tester; Digital Low Resistance Tester; Turns to Turns Tester; Winding Resistance Tester; Current Transformer Tester; Dissipation Factor Tester; Primary Injection Tester and Relay.
<b>Company</b>	HELIX Electric, INC
<b>Contact</b>	Dan Thomas, PM
<b>Phone</b>	757-448-6261

Acceptance Testing Services	
<b>Project</b>	P - 516 Ship Repair Pier 5 Replacement Norfolk Naval Shipyard, Portsmouth, VA
<b>Equipment</b>	Insulation Resistance Tester; Digital Low Resistance Tester; Turns to Turns Ratio Tester; Winding Resistance Tester; Current Transformer Tester; Dissipation Factor Tester; Primary Injection and Relay Tester.
<b>Company</b>	Tidewater Skanska, INC
<b>Contact</b>	David Cook
<b>Phone</b>	757-420-4140

Acceptance Testing Services	
<b>Project</b>	ARC Flash Study; Virginia International Terminal, Portsmouth, VA 23703
<b>Equipment</b>	Insulation Resistance Tester; Digital Low Resistance Tester; Turns to Turns Ratio Tester; Winding Resistance Tester; Current Transformer Tester; Dissipation Tester; Primary Injection Tester and Relay Tester
<b>Company</b>	Virginia International Terminals, INC
<b>Contact</b>	Matt Plante
<b>Phone</b>	757-353-0873

## Mark S. Hawker, Project Manager / Field Engineer

### Experience summary:

Thirteen years of electrical experience which involved trouble shooting and repair of equipment; overhauls and retrofits on various circuit breakers; maintenance and testing on various electrical equipment. Also involved in the supervising and training of technicians; job coordinating and planning; safety training as well as developing strong customer relations.

### Power Distribution Systems and Equipment

Knowledge and expertise in the following areas of testing repair and overhaul:

- All manufacturers of molded and insulated case breakers / disconnect switches.
- Electromechanical and solid state over-current protection devices and retrofits.
- Ground fault protection systems.
- Control wiring and system component troubleshooting.
- Inspection and testing of all types of motor control centers and associated devices.
- Transformer inspection, testing, repair and replacement.
- Thermographic surveys.
- On-site start-up and project coordination, acceptance testing, on-site project estimating, quoting, planning and scheduling.

### Education / Training

- OSHA Electrical Safety Certification
- AC / DC Theory
- Basic and Advanced Relay Testing
- Doble Testing
- Thermography
- CPR
- Various seminars and other related training programs.

### Sampling of Equipment Familiar With

- High Current C / B Test Set
- Protective relay Test Set
- Infrared Scanner
- AC / DC Hipot
- Power Factor Test Set
- Secondary Injection Test Set
- RPM Meter
- DLRO
- Megger

**Comparable Jobs:**

**Acceptance Testing Services**

<b>Project</b>	Norfolk International Terminal Norfolk, VA
<b>Equipment</b>	10 MVA Oil Transformer; 15 kV Switchgear; Protective Relaying; Vacuum Circuit Breakers; 1.5 KV Cable Testing
<b>Company</b>	E.G. Middleton Norfolk, VA
<b>Contact</b>	Brian Sudgen
<b>Phone</b>	757-855-5002

**Acceptance Testing Services**

<b>Project</b>	Dominion Energy – Ladysmith Plant Woodford, VA
<b>Equipment</b>	Medium Voltage Cable; Instrument Transformers; UR Series Generator Protection Relays; UR Series Transformer Protection Relays
<b>Company</b>	Crowder Construction Charlotte, NC
<b>Contact</b>	Scott Rothrock
<b>Phone</b>	704-372-3541

**Acceptance Testing Services**

<b>Project</b>	Microsoft Data Center Boydton, VA
<b>Equipment</b>	
<b>Company</b>	Schneider Electric Fairfax, VA
<b>Contact</b>	John Mize
<b>Phone</b>	434-738-3191

## José R. Sierra Sepúlveda

### Experience

- September 2013–Present | ABM Electrical Power Solutions  
Electrical Field Test Engineer ( 40+ hours per week)
  - Provide maintenance and repairs to Power Distribution systems, such as Substations, Power Transformers, Switchgears and Circuit Breakers.
  - Perform Acceptance Electrical Test to Power Distribution Systems.
  - Inspect and calibrate Protective Relays.
  - Perform Coordination Studies.
  - Perform Arc Flash Studies.
  - Commission, design, modify, troubleshoot, repair and retrofit of control systems, such as, ATS, Paralleling systems, Switchgear protection.
- March 2005–August 2013 | Electrical Installation and Service Corporation  
Field Service Engineer (40+ hours per week)
  - Provide maintenance and repairs to Power Distribution systems, such as Substations, Power Transformers, Switchgears and Circuit Breakers.
  - Perform Acceptance Electrical Test to Power Distribution Systems.
  - Inspect, and calibrate Protective Relays.
  - Perform Coordination Studies.
  - Perform Arc Flash Studies.
  - Commission, design, modify, troubleshoot, repair and retrofit of control systems, such as, ATS, Paralleling systems, Switchgear protection.
- March 2002–January 2003 | Departamento de Conservación de Edificios Caguas  
Electrical Services Coordinator ( 40+ hours per week)
  - Coordinate maintenance and repairs of electrical systems across all the municipality infrastructures.
  - Perform inspections of electrical installations in the new municipalities projects.
  - Identify new methods and processes to reduce energy consumption

### Education

- August 1996–May 2002 | Turabo University – Systema Universitario Ana G. Manedez
  - B.S. Electrical Engineering.

### Skills

- Knowledge in Microsoft Office, Visual Studio, Adobe Acrobat, AutoCAD, Word Perfect, ProTest
- Knowledge of PLC and PLC Programming
- Able to read blueprints and schematics
- Team player, people skills, fast learner
- Fully bilingual (English and Spanish)
- Certify in the SKM Power Tools Software



## Lanham Tech Résumés

**Edward Patrick**  
ABM Electrical Power Solutions LLC  
4390 Parliament Place, Suite S  
Lanham, MD 20706

### RESUME OF QUALIFICATIONS

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ABM Job Classification:	Test Technician
Number of Years in Industry:	17
NETA Certified:	Level 4, Cert. #08-4-12861
Certified CPR & First Aid:	Yes
OSHA Electrical Safety Training:	Yes
Confined Space Training:	Yes

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### GENERAL JOB EXPERIENCE

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- ❖ Maintenance and Acceptance Testing
- ❖ Tested relays, breakers, and transformers at numerous reliant plants
- ❖ Power Factor Testing
- ❖ High Voltage Cable Testing
- ❖ AC and DC Dielectric Testing
- ❖ Turns Ratio Tests (TTR)
- ❖ High and Low Voltage Acceptance Testing 208V – 138 kV
- ❖ Low Voltage Breaker Testing
- ❖ Low Voltage Breaker Retrofits/Upgrades
- ❖ Switchgear Repairs and Evaluations
- ❖ Infrared and Ultrasonic Testing
- ❖ Network Protector Testing
- ❖ Power Quality Monitoring
- ❖ CPR Training
- ❖ Schweitzer Training

**Lewis Patrick**  
ABM Electrical Power Solutions LLC  
4390 Parliament Place, Suite S  
Lanham, MD 20706

**RESUME OF QUALIFICATIONS**

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ABM Job Classification:	Test Technician
Number of Years in Industry:	17
NETA Certified:	Level 3, Cert. #02-3-6148
Certified Cable Splicer:	Yes
Certified CPR & First Aid:	Yes
OSHA Electrical Safety Training:	Yes
Confined Space Training:	Yes

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**EDUCATION**

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- ❖ 4 Years of Mergenthaler Vocational Technology HS (Mervo)
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**GENERAL JOB EXPERIENCE**

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- ❖ Maintenance and Acceptance Testing
- ❖ Tested relays, breakers, and transformers at numerous reliant plants
- ❖ Power Factor Testing
- ❖ High Voltage Cable Testing
- ❖ AC and DC Dielectric Testing
- ❖ Turns Ratio Tests (TTR)
- ❖ High and Low Voltage Acceptance Testing 208V – 138 kV
- ❖ Low Voltage Breaker Testing
- ❖ Low Voltage Breaker Retrofits/Upgrades
- ❖ Switchgear Repairs and Evaluations
- ❖ Infrared and Ultrasonic Testing
- ❖ Power Quality Monitoring
- ❖ CPR Training
- ❖ Schweitzer Training

**Constatnin Ionita, E.E.**  
 ABM Electrical Power Solutions LLC  
 4390 Parliament Place, Suite S  
 Lanham, MD 20706

## RESUME OF QUALIFICATIONS

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ABM Job Classification:	Test Technician/E.E.
Number of Years in Industry:	27
NETA Certified:	Level 3, Cert. #09-3-4124970
Certified CPR & First Aid:	Yes
OSHA Electrical Safety Training:	Yes
Confined Space Training:	Yes

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## GENERAL JOB EXPERIENCE

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- ❖ Maintenance and Acceptance Testing
- ❖ Tested relays, breakers, and transformers at numerous reliant plants
- ❖ Power Factor Testing
- ❖ High Voltage Cable Testing
- ❖ AC and DC Dielectric Testing
- ❖ Turns Ratio Tests (TTR)
- ❖ High and Low Voltage Acceptance Testing 208V – 138 kV
- ❖ Low Voltage Breaker Testing
- ❖ Low Voltage Breaker Retrofits/Upgrades
- ❖ Switchgear Repairs and Evaluations
- ❖ Infrared and Ultrasonic Testing
- ❖ Network Protector Testing
- ❖ Power Quality Monitoring
- ❖ CPR Training
- ❖ Auto CAD
- ❖ Energy Management
- ❖ PLC
- ❖ SKM
- ❖ Renewable Energy
- ❖ Schweitzer Training

# Anthony Wharry

5288 E Hammond  
 559 907-5762  
 anthony.wharry@gmail.com

**Objective: A position that will best utilize my professional skills and expertise which will enable your company to increase productivity to the highest level and maximize growth potential.**

## Summary Of Qualifications:

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- Committed to providing total quality work.
- Able to multi-task in a fast paced environment while providing excellent customer service.
- Can accept constructive criticism.
- Five years' experience working in the Electrical Testing Industry.
- Highly reliable self-starter; can be counted on to complete assignments.
- Responsible, dependable, punctual; take pride in work.

## WORK EXPERIENCE

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- 08/10—Present    **Electrical Technician *Power Systems Testing Company- Fresno CA***
- Transformer Testing
  - Circuit Breaker Testing
  - Low Voltage Cable Testing
  - Medium Voltage Cable Testing
  - Substation Testing
- 02/05—11/08    **Yard Maintenance Mechanic *Sunbelt Rentals-Fresno CA***
- Maintenance work on Tractors ,Bobcats, and small tools
- 01/04—02/05    **Laborer *Anlin Windows-Fresno CA***
- Laborer
- 01/02—01/04    **Yard Maintenance Mechanic *Mauldin Dorfmer Construction-Fresno CA***
- Maintenance work on Tractors ,Bobcats, and small tools

## EDUCATION

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- 08/97—06/01    **High School Diploma, *McLane H.S- Fresno, CA***
- 01/08—08/10    **Electrical Theory Courses, *Fresno City College- Fresno, CA***

**Jonathan L. Dirrim**

1080 Anjanette Ln, Creedmoor, North Carolina 27522, (919) 215-8671,  
[jonathan.dirrim@abm.com](mailto:jonathan.dirrim@abm.com)

**Work Experience****September 2010 to Present Field Engineer NETA III, ABM Electrical Power Solutions**

- Perform NETA testing on electrical equipment and systems.

**November 2009 to August 2010 Prime Power Supervisor 12P, 249th EN BN -US Army**

- Supervise personnel and the installation, operation, unit level and direct support maintenance of electrical power plants.
- Coordinate, plan and schedules team activities.
- Estimate manpower, equipment and material necessary to accomplish installation of power station and construction of associated systems.
- Advise subordinate personnel on prime power equipment use, operation and maintenance. Manages electrical projects, devises and implements safety programs.
- Supervise QA/QC operations for electrical projects, equipment and contract personnel

**September 2006 to November 2009 Senior Power Station Electrician 21P, 249th EN BN -US Army**

- Supervise the installation, operation and maintenance of Prime Power Plants, associated systems, equipment and soldiers.
- Serve as technical inspector to determine faulty operation/maintenance practices.
- Determine and isolate complex malfunctions utilizing diagnostic tests and troubleshooting techniques.
- Determine if repair/overhaul was required, cost effectiveness and method of accomplishment for power plant equipment and associated equipment.

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**January 1997 to September 2006 Power Station Electrician 52E, 249th EN BN -US Army**

- Operate, test, troubleshoot and maintain medium voltage diesel power plants.
- Design, build, test and maintain low and medium voltage distribution systems and protective grounding systems.
- Responsible for the testing, servicing and repair of medium voltage electrical equipment such as transformers, circuit breakers and protective relays
- Participate in emergency operation for disaster relief; calculate loads, size and install backup power systems.
- Perform thermal analysis of electrical and mechanical systems

**Summary of Qualifications**

High voltage cable splicing and termination; familiar with NEC, NESC, IEEE, NFPA regulations; familiar with high voltage test equipment (power factor, insulation resistance, TRR, ground resistance tester, Digital Low Resistance Ohmmeter, power quality analysis, low and high current injection testers); 4 and 2 stroke engine maintenance and repair; familiar with secure networking practices and remote operations.

**Education and Specialized Training**

- |   |                                    |
|---|------------------------------------|
| Designing Electrical Overhead Distribution Lines Class (2010) -   | University of Wisconsin Madison    |
| Electric Motors, Drives and Control Circuits; Standby Generators and Emergency Power; Uninterruptible Power Supply Systems (2009) - | American Trainco Inc               |
| Electrical Safe Work Practices & 2008 National Electric Code (2009) -   | Lewell Technology                  |
| Level 1 Thermographer (2007)-   | Infrared Training Center           |
| Certified Substation Maintenance Technician (2002)  | AVO Training Institute             |
| Relay Testing and Maintenance (1999) -  | Technical Training Institute (TDS) |

**Respect • Integrity • Collaboration • Innovation • Excellence**  
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## MIGUEL SOLANO

Senior Field Engineer  
10 Sessile Oak Way  
Youngsville, NC 27596

Home: 919-341-7701  
Email: sol52e@hotmail.com

### ELECTRICAL SUPERVISOR / TECHNICIAN

#### QUALIFICATIONS:

- Capable manager responsible for organizing, training, supervising and counseling personnel
- Efficient project coordinator focused on prioritizing project requirements, available funding and customer satisfaction
- Extensive background in electrical theory, trained on critical test equipment for installing, servicing and calibrating electrical equipment for power generation and distribution
- Experienced in installing, testing and maintaining various distribution components to include switch gear, circuit breakers, transformers, relays and grounding systems
- Knowledgeable in employing TTR, PF test set, DLRO, A/C & D/C high pot, megger, current injection test sets, relay test sets, hot sticks and various electrical test equipment

#### ACCOMPLISHMENTS:

- Planned, coordinated and directed activities for electrical testing and emergency power assessment teams to ensure that goals and objectives specified for projects are accomplished in accordance with project priorities, time outlines and funding limitations
- Implemented and supervised a preventive maintenance program for City of Raleigh Waste Water Treatment Plant, consisting of over 100 back-up generators and automatic transfer switches at remote pump stations
- Served as an emergency response technician for September 11<sup>th</sup>, 2001 Terrorist Attack in New York, Walter Reed Medical center substation disaster, and Super Typhoon Pongsona Disaster Relief in Guam. Supervised and provided on the job training for 2-3 new technicians during various assignments
- Installed, serviced and supervised 9.75 mega watt diesel power plant and electrical grid for a classified military base camp in support of Operation Enduring Freedom
- Managed the operation and maintenance of medium voltage generators, switch gear and electrical power distribution equipment valued at over 12.6 million dollars, with no equipment loss

#### WORK EXPERIENCE:

2007 – Present Senior Field Engineer- ABM Electrical Power Solutions, Raleigh, NC  
 2004 – 2006 Equipment Mechanic- City Of Raleigh Waste Water Treatment Plant, Raleigh, NC  
 1999 – 2003 Power Production Technician – Prime Power, US Army Corp of Engineers, Ft. Belvoir, VA; Ft. Bragg, NC; Air and Space Command - Ft. Meade, MD; Ft. Buchanan, Puerto Rico; Walter Reed Medical Center, DC; New York, NY; Khandahar International Airport, Afghanistan; Uzbekistan; Anderson Air Force Base, Guam; and Field Station Korea, South Korea  
 1997 – 1999 Peak Shaving Plant Operator/Maintenance Specialist – Department of Public Works, Ft. Bliss, TX  
 1995 – 1997 Heavy Construction Equipment Repair Specialist – 94<sup>th</sup> Maintenance Company, Ft. Stewart, GA  
 1992 – 1995 Heavy Construction Equipment Repair Specialist – 316<sup>th</sup> Quartermaster Company, Camp Pendleton, CA

#### TRAINING:

2002 Substation Maintenance I & II, Technical Diagnostic Services, Ft. Bragg, NC  
 2001 Basic Noncommissioned Officer Course, Ft. Leonard Wood, MO  
 1999 Prime Power Production Specialist Course, 52E, Honor graduate, Ft. Belvoir, VA  
 1999 Small Group Instructor Trainer Course, Ft. Bliss, TX  
 1996 Primary Leadership Development Course, Commandants List, Ft. Stewart, GA  
 1992 Heavy Construction Equipment Repair Course, 62B, with Honors, Ft. Leonard Wood, MO

#### EDUCATION:

1999 Northern Virginia Community College, 34 Semester Hours  
 1997 Central Texas College, 22 Semester Hours

#### CERTIFICATIONS:

2012 NETA Level 3  
 2017 NETA Level 4

**A** **nthony L. Loffredo**  
 3104 Coxindale Dr. Raleigh, NC 27615  
 Cell (267) 205-8184  
 Alofficio86@Gmail.com

**PROFILE**

A well-trained and experienced electrician seeking a career opportunity that will help advance my skills. The competencies I will bring to your organization include:

- 6 years of electrical field experience
- Known by employers as hard working and consistent effort
- Reliable, and on time
- In possession of valid/clean driver’s license, reliable trans, and trade tools

**EDUCATION**

10/06-7/08	<u>CHI Institute</u> <b>Electrician Program – GPA: 3.32</b> Coursework included: Basic Circuit Theory, Residential, Commercial and Industrial Wiring and Layout, Service mains, Single and 3-Phase Motors, 2 & 3-Wire Controls, Transformers, Telecommunications including Copper Cabling and Fiber Optics.	Philadelphia, PA
9/04-1/05	<u>Souderton High School</u> <b>High School Diploma Awarded</b>	Souderton, PA

**PROFESSIONAL EXPERIENCE**

1/11-Present Phil Lee -610-232-5806 Rob Gambrell -813-774-2844	<u>Hyundai Rotem - Aerotek</u> <a href="mailto:HLee@Aerotek.com">HLee@Aerotek.com</a> <b>Electrical technician and Tester</b>	Philadelphia, PA
	<ul style="list-style-type: none"> <li>▪ Reading and understanding electrical blue prints, schematics</li> <li>▪ Test and troubleshoot wires in a SEPTA railcar using a bell.</li> <li>▪ Input all data involved electrically into Microsoft Excel</li> <li>▪ Knowledge of PLC’s and proper crimping and termination of pins in a cannon plug.</li> <li>▪ Repairing misplaced wires that were found during troubleshoot test</li> <li>▪ Reroute missing wires through proper raceways and zip ties</li> <li>▪ Interaction with engineers and SEPTA inspectors about any revisions or changes</li> <li>▪ Understanding functions of all electrical equipment and be able to troubleshoot if needed</li> </ul>	
1/09-1/11 Bill Gillespie -215-679-8091	<u>Gillespie Electric, Inc</u> <b>Apprentice (commercial)</b>	East Greenville, PA
	<ul style="list-style-type: none"> <li>▪ Wire commercial properties (new construction and service work)</li> <li>▪ Typically install 800 amp services</li> <li>▪ Perform troubleshooting and preventive maintenance of commercial applications</li> <li>▪ Run underground pipe and bend and install EMT conduit</li> <li>▪ Install outdoor lighting</li> <li>▪ Perform low voltage installations, e.g. site lighting, CCTV, Fire Alarm, PLC’s</li> </ul>	



# WOODROW (JOE) FIELDS

Shreveport, LA • 3185055839 • joefields39@gmail.com

## Professional Summary

I have excellent leadership and motivational skills for managing large and small construction projects.

I can operate a variety of heavy equipment.

As owner of a small electrical contracting company

I designed, bid, contacted and installed countless complete electrical installations.

I'm able to size and install everything from small branch circuits to large electrical services based on loads provided.

I have extensive knowledge of the NEC, motors, motor starters, motor controls, PLC's, VFD's, phase converters, transformer banks, contactors, conduit installation in all locations including hazardous class 1 div 1

## Skills

Tractor trailer driver (class A CDL)

Business management, basic accounting and operations management

Underground storage tank installation and repair

Master Electrician Bossier La., Lic #16-00003788

Master Electrician S'port La., Lic # REG1701203

CPR cert # L15088

## Work History

Tech - lead Electrician, 07/2017 to Current

Ameritech Facility Services – Shreveport, La

Lead Electrician, 08/2014 to 10/2016

**Caddo Parish Holdings** – Shreveport, La

**Owner**, 08/2004 to 02/2014

**Kraft Electric** – Bossier City, La

**President of Corporation**, 09/1991 to 05/2000

**Triple JJJ, In. dba Smith Oil Co** – Shreveport, La

## **Education**

**Pump Tech certification:** Underground gasoline STP installation, service and repair, 1993

**Red Jacket Tech Training** - Kansas City, Missouri

**Business Management Certification** : Business management, accounting 101 & 205, 1995

**BPCC** - Bossier City, La

**Pump Tech:** Installation and repair of gasoline pump, dispenser and control consoles, 1994

**Gilbarco** - Dallas, Tx

RAMPROSAD MONDOL (P.ENG), NETA - 4  
Email: [Ramprosad.Mondol@abm.com](mailto:Ramprosad.Mondol@abm.com), Cell 404 697 5945

### **HIGHLIGHTED CAREER PROFILE**

An innovative, results driven, customer focused, Electrical Engineering professional with 5+ years' experience in a variety of fast paced, technologically sophisticated organizations mainly within the electrical power transmission and distribution, substation, protection & control, telecommunications and IT services sectors. An effective leader, mentor, communicator and collaborator, who builds and guides high performance teams, A pragmatic problem solver, whose sound analytical and technical engineering skills have helped to enhance the organizations' bottom lines. Well versed with all major protective relay platforms, commissioning and maintenance in utility and industrial applications. Functional areas include: customer satisfaction management, on site and remote technical support, functional testing, trouble shooting, complex project management, site surveys and design as well as project site engineering.

### **TECHNICAL EDUCATION**

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**Master in Electrical Engineering, University of Windsor Ontario (2008 – 2010)**  
**Professional Engineer - Ontario**

### **CERTIFICATION & REGISTRATIONS**

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- NETA 4
- OSHA 10
- NFPA 70
- First Aid us Red Cross
- H<sub>2</sub>S Alive Enform
- Fall Protection Program Industrial / Commercial End-User

### **Work Experience**

#### **ABM**

**Field Engineer**

**2019 - Present**

#### **Duties:**

Working at different location in the USA like Clarksville TN, AFB Warner Robins, Universal Alloy Corporation, Switch Data Center GA, Kennedy Space Center FL and performing Testing and Commissioning Electrical Equipment.

- Testing and Commissioning of Protective relays (ABB, SEL, GE)

- Perform commissioning and maintenance test for utility and industrial as per NETA.
- Acceptance and Maintenance test of High, Medium and Low voltage substation equipment.
- Using PowerDB

**Advanced Electrical Service Ltd.**

**Field service Specialist                      2013- 2019**

**Duties:**

- Commissioning and Maintenance of Protective relays (SEL, GE, SIEMENS)
- Perform commissioning and maintenance test for utility and industrial as per NETA and client standard
- Commissioning SCADA equipment
- Switchgear testing and maintenance
- Testing Transformer, Current Transformer, Potential transformer, Breakers, Motor operated switches
- Review protection and control design and setting.
- Accountability to deliver standard service, and to ensure compliance with engineering and project specifications.
- Project/contractor/supplier/vendor material evaluations.
- Project planning, development, monitoring and reviews.

**PROJECT EXPERIENCE**

**Manitoba Hydro Utility substation commissioning**

- BIPOLE III HVDC project- commissioning AC/DC major equipment

**BC Hydro Substation Commissioning**

Substation:                      Bob Quinn, Substation, Bob Quinn BC

Work Completed:

- Performed commissioning for both Major equipment and 287kV, Line (SEL-421), Transformer (SEL-487), Reactor (SEL351), 25kVFeeder, and Point on wave protections.

**Altalink Utility Substation Scada Commissioning**

A team member for high voltage Commissioning for multiple Altalink projects. These tasks included the decommissioning of old and the commissioning of new installations of;

- Distance and differential line protections
- Bus differential protection
- High voltage breakers ( 25KV, 138KV, 240KV) as well as their breaker control modules and functions

# Keith Lloyd

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 17

NETA Level IV Certified Technician

## Education

- ITT Technical Institute – Monroeville, PA  
Associate in Specialized Technology Degree  
Major: Computer and Electronic Engineering Technology

## Training

- Siemens Siprotec Protective Relay
- TDR
- Protection and Control
- Exertherm
- OSHA 30, OSHA 10
- Lockout Tagout
- NFPA 70E Electrical Safety

## General Job Experience

- Evaluations of test reports
- Power Factor Testing
- AC and DC Dielectric Testing
- High Voltage Breaker Testing
- Low Voltage Breaker Testing
- Low Voltage Bkr Retrofits/Upgrades
- Ground Testing
- Maintenance and Acceptance testing
- High Voltage Cable Testing
- Turn Ratio Testing (TTR)
- High and Low Voltage Acceptance Testing
- Protective Relay Calibration
- Switchgear Repairs and Evaluations
- Infrared and Ultra Sonic Testing

## Power Plant Job Experience

AES	Cogeneration Plant – Monaca, PA
Allegheny Energy Supply	Armstrong Power Station
Allegheny Energy Supply	Springdale Power Plant
Allegheny Energy Supply	Gans Power Plant
Allegheny Energy Supply	Chambersburg Power Plant
Allegheny Energy Supply	Buchanon Power Plant
Allegheny Energy Supply	Hunlock Power Station
Allegheny Energy Supply	Hatfield Power Station
Allegheny Energy Supply	Mitchell Power Station
AEP	Cardinal Power Plant
First Energy	Bruce Mansfield Power Station
First Energy	Fort Martin Power Station
First Energy	West Lorain Power Station
First Energy	Seneca Hydro-Electric Power Station
First Energy	Yards Creek Hydro-Electric Power Station
First Energy	Lake Lynn Hydro-Electric Power Station
GenOn	Brunot Island Power Station
GenOn	El Rama Power Station
GenOn	Homer City Power Station
GenOn	Conemaugh Power Station
GenOn	Seward Power Station
Longview Power	Longview Power Station
Morgantown Energy	Cogeneration Power Plant
New Martinsville Hydro	Hydro Electric Plant
Allegheny Electric Cooperative	Raystown Hydro
AMP Inc.	Belleville Hydro

## Substation Job Experience

Duquesne Light	Brunot Island Utility Substation
Duquesne Light	Dravosburg Utility Substation

# Keith Spear

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 8

NETA Level IV Certified Technician

## Education

US Army Prime Power Production Specialist

Bachelor of Science - Electrical Engineering Technology

## Training

- Enoserv RTS Essentials & Enoserve RTS Developer
- OSHA 30
- Lockout Tagout
- NFPA 70E Electrical Safety

## General Job Experience

- Evaluations of test reports
- Power Quality Monitoring and evaluations
- Maintenance and Acceptance testing
- Power Factor Testing
- High Voltage Cable Testing
- AC and DC Dielectric Testing
- Turn Ratio Testing (TTR)
- High Voltage Breaker Testing
- High and Low Voltage Acceptance Testing
- Low Voltage Breaker Testing

### General Job Experience (continued)

- Protective Relay Calibration
- Low Voltage Breaker Retrofits/Upgrades
- Switchgear Repairs and Evaluations
- Ground Testing
- Infrared and Ultra Sonic Testing

### Power Plant Job Experience

Allegheny Energy Supply (Black & Veatch) Springdale Power Plant

Brookfield Renewable Safe Harbor Dam

Fort Martin Power Station

Raystown Hydro Dam

### Substation Job Experience

Duquesne Light Company

Duquesne Light Company

Duquesne Light Company

Duquesne Light Company

Duquesne Light Company

Duquesne Light Company

First Energy

First Energy

Arsenal Substation

Bruno Island Substation

Oakland Substation

Wilson Substation

Valley Substation

Universal Substation

Dubois Substation

Curwensville Substation



# Jack Gordon

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 21

NETA Level IV Certified Technician

## Education

- United States Army Power Generation

## General Job Experience

- Evaluations of test reports
- Power Quality Monitoring and evaluations
- Maintenance and Acceptance testing
- Power Factor Testing
- High Voltage Cable Testing
- AC and DC Dielectric Testing
- Turn Ratio Testing (TTR)
- High Voltage Breaker Testing
- High and Low Voltage Acceptance Testing
- Low Voltage Breaker Testing
- Protective Relay Calibration
- Low Voltage Breaker Retrofits/Upgrades
- Switchgear Repairs and Evaluations
- Ground Testing
- Infrared and Ultra Sonic Testing

## Power Plant Job Experience

AES	Warrior Run Cogeneration
AES	Cogeneration Plant – Monaca, PA
Allegheny Energy Supply	Armstrong Power Station
Allegheny Energy Supply	Springdale Power Plant
Allegheny Energy Supply	Gans Power Plant
Allegheny Energy Supply	Hunlock Power Station
Allegheny Energy Supply	Hatfield Power Station
Allegheny Energy Supply	Harrison Power Station
Allegheny Energy Supply	Chambersburg Power Plant
Allegheny Energy Supply (Black & Veatch)	Springdale Power Plant
Duquesne Light	Beaver Valley Nuclear Plant
Duquesne Light	Elrama Power Station
Duquesne Light	Dravosburg
First Energy	Beaver Valley Nuclear Plant
First Energy	Sammis Power Plant
First Energy	Ashtabula Power Plant
First Energy	Toronto Substation
First Energy	Fort Martin Power Station
Morgantown Energy	Cogeneration Power Plant
Orion Power	Cheswick Power Station
Tennessee Valley Authority	Nashville, TN Power Plant
Tennessee Valley Authority	Kemper Power Station
Tennessee Valley Authority	Lagoon Creek Power Station

# Frank Gaus II

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 42

NETA Level IV Certified Technician

## Education

Specialized Electrical Technology Electronics Institute, Associate Degree

## Training

- TDR
- OSHA 30, OSHA 10
- Lockout Tagout
- NFPA 70E Electrical Safety

## General Job Experience

- Evaluations of test reports
- Power Factor Testing
- AC and DC Dielectric Testing
- High Voltage Breaker Testing
- Low Voltage Breaker Testing
- Switchgear Repairs & Evaluations
- Infrared and Ultra Sonic Testing
- Maintenance and Acceptance testing
- High Voltage Cable Testing
- Turn Ratio Testing (TTR)
- High & Low Voltage Acceptance Testing
- Low Voltage Breaker Retrofits/Upgrades
- Ground Testing

### Power Plant Job Experience

AES	Cogeneration Plant – Monaca, PA
Allegheny Energy Supply	Armstrong Power Station
Allegheny Energy Supply	Springdale Power Plant
Allegheny Energy Supply	Hatfield Power Station
Allegheny Energy Supply	Harrison Power Station
American Electrical Power (AEP)	Mitchell Power Station
American Electrical Power (AEP)	Cardinal Power Station
Duquesne Light	Beaver Valley Nuclear Plant
Duquesne Light	Elrama Power Station
Dynegy	Masontown Power Plant
First Energy	Beaver Valley Nuclear Plant
NRG Energy	Homer City Power Plant
NRG Energy	Conemaugh Power Plant
NRG Energy	Keystone Power Plant
New Martinsville Hydroelectric	New Martinsville Hydro Power Plant
Orion Power	Cheswick Power Station
Tennessee Valley Authority	Nashville, TN Power Plant

### Electrical Substation Job Experience

Cleveland Public Power	Collinswood
Duquesne Light Company	Elrama Substation
Duquesne Light Company	Brunot Island Substation
First Energy	Joffre Substation/SVC
First Energy	Westmoreland Substation
First Energy	Rhodes Lane Substation

### Other Industrial Facilities Job Experience

Bechtel Franklin Project

# Brad Barnhart

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 16 years

NETA Certified: Level IV Certified Technician

## Education

- Penn State - BS EET, specialized in Power Analysis

## Training

- Certified Trainer of NFPA 70E
- Siemens Siprotec Protective Relay
- TDR
- Enoserv RTS Essentials & Enoserve RTS Developer
- OSHA 30
- Lockout Tagout
- NFPA 70E Electrical Safety

## General Job Experience

- Maintenance and Acceptance testing on various transmission and distribution assets in various applications for various clients including Oil and Gas, Utility, Data Centers, Commercial Buildings, Industrial Buildings, and government buildings
- Responsible for Field Quality control on numerous acceptance and maintenance testing project.
- Supervised and led numerous crews of various sizes ranging from two to thirty plus individuals on several maintenance outages and acceptance testing projects.

## Testing Experience

- Power Factor Testing
- High Voltage Cable Testing
- AC and DC Dielectric Testing
- Turn Ratio Testing (TTR)

### Testing Experience (continued)

- High, Medium, and Low Voltage Breaker Testing
- High, Medium, and Low Voltage Acceptance Testing
- Protective Relay Calibration
- Low Voltage Breaker Retrofits/Upgrades
- Switchgear Repairs and Evaluations
- Ground Testing
- Infrared and Ultra Sonic Testing
- Protective relay testing on various types and styles
- Disconnect testing including motor operated
- Automatic transfer switches and schemes
- Winding Resistance Testing
- DIGSI 5 Protective Relay
- RTS Dev and Essentials

### Power Plant Job Experience

First Energy	Beaver Valley Nuclear Plant
Morgantown Energy	Mid-Atlantic Hydro
Springdale Energy	Cogeneration Power Plant

### Substation Job Experience

Duquesne Light Company (138kV)	Brunot Island Substation
Duquesne Light Company (23kV)	Potter Substation
Duquesne Light Company (345kV)	Oakland Substation
First Energy	Towanda Substation
First Energy	Erie South Substation

# Brian Kuch

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Field Engineer

Number of Years in the Industry: 18 years

NETA Certified: Level III Certified Technician

## Education

- CITC Electrical Craft Training

## Training

- Enoserv RTS Essentials & Enoserve RTS Developer
- OSHA 30
- Lockout Tagout
- NFPA 70E Electrical Safety

## General Job Experience

- Maintenance & Acceptance testing of electrical systems ranging from 120V to 345k
- Power Factor testing of HV Circuit breakers, CCVT's, and Power Transformers
- High Voltage cable testing using VLF and DC hi-pot
- AC and DC Dielectric Testing of various electrical systems and apparatuses
- Transformer Turn Ratio Testing (TTR)
- High, Medium, and Low Voltage Circuit Breaker Testing of various types and styles
- Low Voltage Circuit Breaker Retrofits/Upgrades
- Ground Testing and repair
- Thermographic/Infrared Inspections
- Relay Testing and Calibration experience on various electro-mechanical and microprocessor-based relays using Doble F6150 test equipment
- Experience in oil sampling of various liquid filled devices such as LTC's, Transformers, and Oil Circuit Breakers
- Troubleshooting and testing automatic transfer switches and schemes
- Meter calibration
- Testing on various instrument transformers (Potential and current transformers)

### Power Plant Job Experience

Safe Harbor Hydro	Raystown Hydro
Gans Power Station	Scrubgrass
Hunlock	Belleville
Lake Lynn Hydro	Chambersburg
New Martinsville Hydro	Buchannan
Springdale	Seneca
Fort Martin	

### Substation Job Experience

Duquesne Light Company (23kV)	Crescent Substation
Duquesne Light Company (345kV)	Arsenal Substation
Duquesne Light Company (138kV)	Oakland Substation
Duquesne Light Company (138kV)	Brunot Island
Duquesne Light Company (138kV)	Collier Substation
Duquesne Light Company (138kV)	Elwyn Substation
Duquesne Light Company (138kV)	Wilson Substation
Duquesne Light Company (138kV)	Valley Substation
First Energy (138kV)	Venango Substation

### Data Center Experience

Cologix  
 BNY Mellon

### Oil and Gas Experience

Markwest Sherwood De-Ethanizer 2 & 3 and Cryo’s 10, 11, 12, & 13  
 Blue Racer Berne and Natrium for Maintenance and Acceptance Testing  
 TransCanada Hickory Bend (maintenance and grounding)  
 Shell – Project for Polyethylene Plant



# Christopher Plummer

ABM Electrical Power Solutions

317 Commerce Park Drive, Cranberry Township, PA 16066

## Resume of Qualifications

ABM Job Classification: Senior Field Engineer

Number of Years in the Industry: 23

NETA Certified: Level III Certified Technician

## Education

- Pittsburgh Technical Institute  
Associate in Specialized Technology Degree – Electronics

## Training

- Siemens Siprotec Protective Relay
- TDR
- Enoserv RTS Essentials & Enoserve RTS Developer
- OSHA 30, OSHA 10
- Lockout Tagout
- NFPA 70E Electrical Safety
- Motor Maintenance & Testing

## General Job Experience

- Evaluations of test reports
- Maintenance and Acceptance testing
- High Voltage Cable Testing
- Turn Ratio Testing (TTR)
- Low Voltage Breaker Testing
- Protective Relay Calibration
- Switchgear Repairs and Evaluations
- Infrared and Ultra Sonic Testing
- Power Quality Monitoring and evaluations
- Power Factor Testing
- AC and DC Dielectric Testing
- High Voltage Breaker Testing
- High & Low Voltage Acceptance Testing
- Low Voltage Breaker Retrofits/Upgrades
- Ground Testing

## Power Plant Job Experience

AES: Warrior Run Cogeneration, Cogeneration Plant – Monaca, PA

Allegheny Energy Supply:

Armstrong Power Station, Springdale Power Plant, Gans Power Plant,  
Hunlock Power Station, Hatfield Power Station, Harrison Power Station,  
Chambersburg Power Plant, Buchanan Power Plant, Springdale Power Plant

Duquesne Light: Beaver Valley Nuclear Plant, Elrama Power Station

Entergy: James A Fitzpatrick Nuclear Plant

Everpower: Highland Wind Farm, Highland North Wind Farm, Twin Ridges Wind Farm

First Energy: Beaver Valley Nuclear Plant, Yards Creek Hydro, Mitchell Power Plant

Longview Power: Longview Power Station

Morgantown Energy: Cogeneration Power Plant

NRG Energy: Homer City Power Plant, Brunot Island Power Plant, New Castle Power Plant

New Martinsville Hydroelectric: New Martinsville Hydro Power Plant

Orion Power: Cheswick Power Station

Tennessee Valley Authority: Nashville, TN Power Plant

## Electrical Substation Job Experience

Duquesne Light Company:

Crescent Substation, Hopewell Substation, Leigonville Substation,  
Koppel Substation, Collier Substation, Wilson Substation,  
Dravosburg Substation, Elrama Substation, Elwyn Substation,  
Carson Substation, Brunot Island Substation, Potter Substation,  
Sewickley Substation, Oakland Substation, Arsenal Substation

First Energy:

Hoytdale Substation, Towanda Substation, North Meshoppen Substation,  
Grover Substation, Johnstown Substation, Erie South Substation,  
Blairsville Substation, Four Mile Substation, Homer City Substation,  
Conemaugh Substation, Greenfield Substation, Newtown Substation,  
Keystone Substation, Niles Substation

## SAFETY

*Describe your company's ESH policies and practices and to what standards and codes you comply with.*

### Adherence to Industry Safety Standards

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.

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.

### Site Specific 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

Provide OSHA 300 safety record for last 3 years.

# 2021 OSHA Report

## OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021  
U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name ABM Electrical Power Solutions  
City Lanham State MD

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Classify the case					Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Away From Work (days)		On job transfer or restriction (days)		(M)							
						Death	Days away from work	Remained at work		Job transfer or restriction	Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)			
						(G)	(H)	(I)	(J)											(K)	(L)	(1)
1		Technician	1/7/2021	Jobsite	MOVING TEST EQUIPMENT HIT A BUMP/WHEN PUSHING FELT PAIN, RT FROZEN SHOULDER W/PAIN		X					4	180	X								
2		Technician	2/19/2021	Roadway	HIT BLACK ICE OVERTURNED VEHICLE, CONCUSSION/STRAIN/CONTUSIONS NECK, RIBS, BACK, LEFT ARM				X													
3		Technician	5/22/2021	Jobsite	MOVING CIRCUIT BREAKER WHEN HE ACCIDENTALLY HURT BACK STRAIN TO BACK				X				51	X								
<b>Page totals</b>						<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>231</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do

Page 1 of 1

## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2021  
U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for those forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
0	1	1	1

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)
4	231

Injury and Illness Types			
Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition
(M)	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
3	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	<u>ABM Electrical Power Solutions</u>
Street	<u>4390 Parliament Place, Suite Q</u>
City	<u>Lanham</u> State <u>MD</u> Zip <u>20706</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Electrical Testing</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 7 3 1</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 8 2 1 0</u>
Employment Information	
Annual average number of employees	<u>258</u>
Total hours worked by all employees last year	<u>495755</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>[Signature]</u> Company executive	Director of Safety Title
480-489-0015 Phone	1/26/2022 Date

# 2020 OSHA Report

## OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020  
  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name ABM Electrical Power Solutions  
 City Lanham State MD

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness.						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Job transfer or restriction	Remained at work Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	(M)						
						(G)	(H)	(I)	(J)	(K)	(L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)	
1		Technician	4/6/2020	Jobsite	Pulled shoulder moving materials		X			21	118	X						
<b>Page totals</b>						0	1	0	0	21	118	1	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

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Injury (1) (2) (3) (4) (5) (6)  
 Skin Disorder (2)  
 Respiratory Condition (3)  
 Poisoning (4)  
 Hearing Loss (5)  
 All other illnesses (6)

## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2020  
  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
21	118
(K)	(L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name: ABM Electrical Power Solutions

Street: 4390 Parliament Place, Suite D

City: Lanham State: MD Zip: 20706

Industry description (e.g., Manufacture of motor truck trailers):  
Electrical Testing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):  
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212):  
2 3 8 2 1 0

**Employment information**

Annual average number of employees: 261

Total hours worked by all employees last year: 449243

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Company supervisor Director of Safety  
 Title

480-489-9016 Phone 1/28/2021 Date

# 2019 OSHA Report

## OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019  
U.S. Department of Labor  
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name ABM Electrical Power Solutions  
City Lanham State MD

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was		Check the "injury" column or choose one type of illness							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case		Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Check the "injury" column or choose one type of illness							
						Death	Days away from work	Remained at work									
								Job transfer or restriction	Other recordable cases								
						(G)	(H)	(I)	(J)	(K)	(L)	Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1		Electrician	3/7/2019	Jobsite	Employee complained of pain in wrist				X	0	0	X					
2		Electrician	7/3/2019	Jobsite	Injuries from vehicle accident			X		0	11	X					
3		Electrician	8/19/2019	Jobsite	Knee swelling after kneeling			X		0	0	X					
4		Electrician	10/21/2019	Jobsite	Fall from stairs			X		0	0	X					
<b>Page totals</b>						<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>11</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

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## OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2019  
U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	3
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	11
(K)	(L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses
	4	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

<b>Establishment information</b>	
Your establishment name	<u>ABM Electrical Power Solutions</u>
Street	<u>4360 Parliament Place, Suite Q</u>
City	<u>Lanham</u> State <u>MD</u> Zip <u>20706</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Electrical Testing</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 7 3 1</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 8 2 1 0</u>
<b>Employment information</b>	
Annual average number of employees	<u>266</u>
Total hours worked by all employees last year	<u>530324</u>
<b>Sign here</b>	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>[Signature]</u> Company executive	<u>E. H &amp; S Manager</u> Title
480-489-8016 Phone	<u>1/25/2020</u> Date

**Provide EMR record for last 3 years.**

Chubb Global Casualty  
 11575 Great Oaks Way  
 Suite 200  
 Alpharetta, GA 30022

O: 678 795 4300  
 F: 678 795 4310  
 E: David.Homcy@chubb.com

January 24, 2022

**VIA E-Mail**



Ms. Lu Ann Brinkley  
 ABM Industries Incorporated  
 4151 Ashford Dunwoody Road  
 Suite 600  
 Atlanta, GA 30319

**Re: ABM Industries Incorporated WC Experience Modifications**

Dear Lu Ann:

In response to your request, please find the updated historical Interstate and Intrastate Experience Modifications effective as of 11/1/2021 for ABM Industries Incorporated listed below.

**NCCI Experience Rating Modification**

Mod History	Effective Date
0.96	11/1/2021
0.98	11/1/2020
0.96	11/1/2019
0.92	11/1/2018
0.90	11/1/2017
0.92	9/1/2017 to 11/1/2017
0.96	11/1/2016 to 9/1/2017
0.84	11/1/2015
0.80	11/1/2014

**PA Experience Rating Modification**

Mod History	Effective Date
1.036	11/1/2021
1.095	11/1/2020
1.049	11/1/2019
1.098	11/1/2018
1.081	11/1/2017
1.081	11/1/2016
1.001	11/1/2015
1.013	11/1/2014

**DE Experience Rating Modification**

Mod History	Effective Date
1.470	11/1/2021
1.304	11/1/2020
1.531	11/1/2019
1.399	11/1/2018
1.612	11/1/2017
1.243	11/1/2016
0.730	11/1/2015
0.583	11/1/2014

**NJ Experience Rating Modification**

Mod History	Effective Date
0.680	11/1/2021
0.720	11/1/2020
0.665	11/1/2019
0.544	11/1/2018
0.667	11/1/2017
0.764	11/1/2016
0.874	11/1/2015
0.764	11/1/2014

## PURCHASING

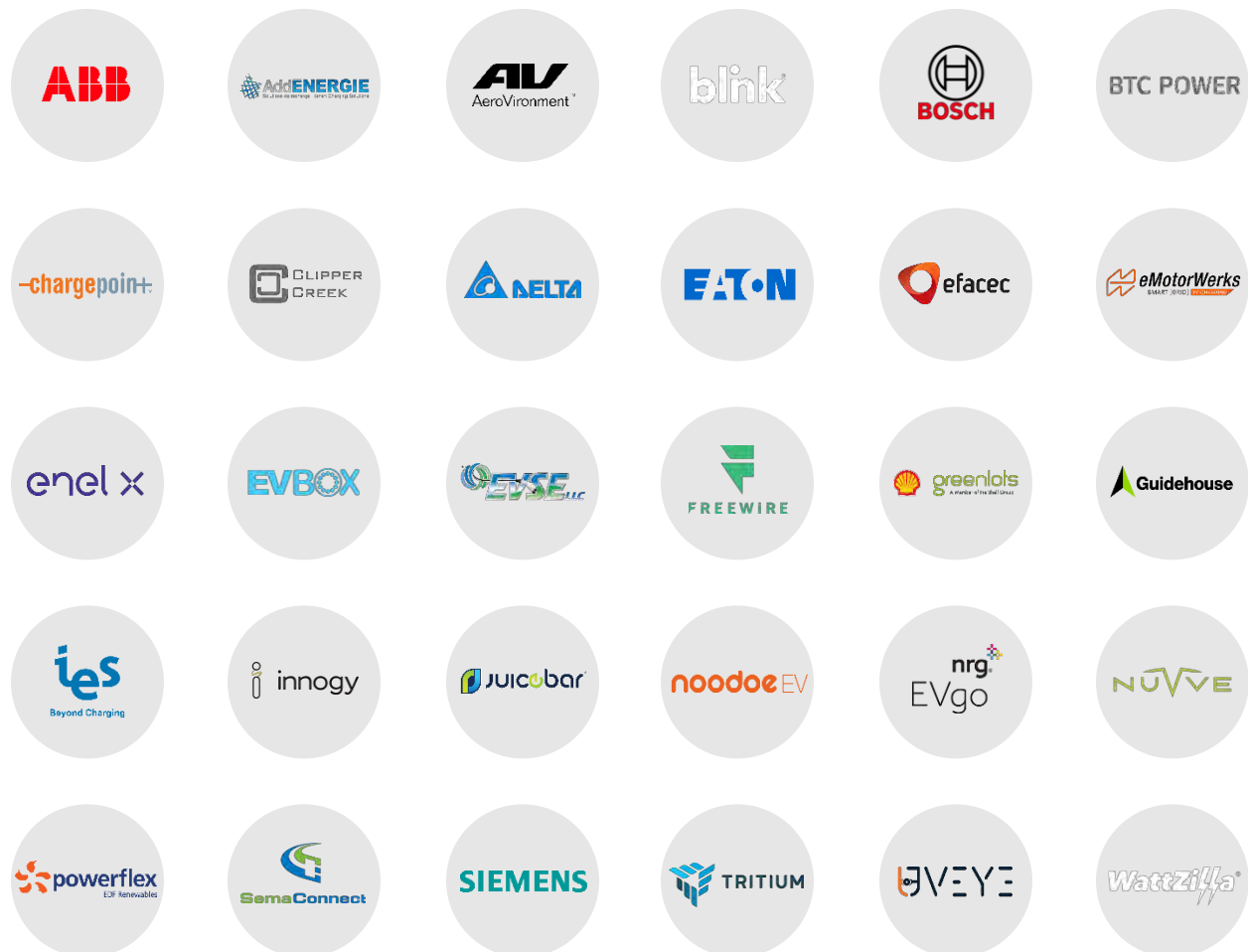
*Describe your company's product purchasing program? What strategic partnerships and/or purchasing alliances do you have that makes you competitive?*

### 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. ABM has national partnerships and agreements with major suppliers of O&M, Electrical, Mechanical, and Facility equipment and parts. We leverage our large buying power across sites, regions, disciplines, and broad base of customers to reduce the cost of spare parts and equipment. The discounts and savings achieved will be directly passed to NCPA.

### EVSE Partnerships

ABM is a Channel Partner-Value Added Reseller (VAR) to 30+ Electric Vehicle Supply Equipment OEM manufactures across the EV charging ecosystem. The ABM eMobility team continuously adds new channel partner relationships to our extensive portfolio of partners to facilitate offering a broad range of charging solutions to our clients and maintain a consistent and reliable supply chain of equipment to meet customers' requirements and project timelines.





### ***Green Initiatives (if applicable)***

---

**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.**

## **Sustainability Strategy**

Based on the results of our materiality analysis, we have identified three main axes to define our sustainability strategy:

### **Doing Business in a Responsible Way**

Ensure the compliance with ethical business practices across our entire value chain; bring sustainable services to market that positively contribute to our clients' environmental performance; and engage with the local communities where we operate.

### **Ensuring Our Team Members' Well-Being**

Contribute to the professional and personal development of our team members while ensuring a safe and healthy work environment.

### **Managing Our Environmental Footprint**

Act consistently with our offering of sustainable services and continue to grow our environmentally friendly practices to manage the carbon footprint of our own operations.

## **GreenCare**

### **Our Portfolio of Sustainable Solutions for Client Facilities**

As part of our sustainability strategy, ABM is strongly committed to adding value for clients through our sustainable solutions portfolio. Buildings represent a sizable portion of cities' overall greenhouse gas emissions inventories, so it must be a priority to operate them in a more environmentally friendly way. We aim to become a key strategic partner for our clients to achieve their sustainability goals. ABM has designed solutions to increase waste diversion rates from landfills, conduct energy-efficiency retrofits, install on-site renewable generation and use green cleaning supplies.

We have built a strong reputation in part by continually striving to improve our client service offerings through the ABM GreenCare program. As a member of the U.S. Green Building Council (USGBC), we also continue to offer specific products and procedures for buildings to maintain and improve their LEED certifications.

**Anti-Discrimination Policy (if applicable)****Describe your organizations' anti-discrimination policy.**

## Anti-Discrimination Policy

ABM is an Equal Employment Opportunity (EEO) and Affirmative Action (AA) employer. The Company makes employment decisions on the basis of merit in order to ensure the full utilization of people of all backgrounds who possess the best available skills in every job.

Company policy prohibits discrimination based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic information or characteristics, sexual orientation, amnesty, status as a covered veteran or any other consideration made unlawful by federal, state, or local laws. ABM policy also prohibits discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. This policy applies to all terms and conditions of employment, including, but not limited to recruitment, selection, assignment, promotion, termination, reduction in force, transfers, benefits, leaves of absence, compensation, social and recreational programs, training, and education.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. All employees are encouraged to assist the Company's affirmative efforts in support of its EEO/AA policy, including the recruitment and referral of qualified individuals for employment.

All members of management must be familiar with this policy and must fully support it. They are responsible to apply these principles in good faith, and their performance under these policies is reviewed.

The Company will work cooperatively with public and private entities, government agencies, educational institutions, civic organizations, community groups, and other appropriate organizations concerned with employment opportunities, as well as with its suppliers and subcontractors, in support of its EEO/AA policy.

## Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations or an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact ABM's Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

## Reporting and Investigation

If an employee believes that they have been subjected to any discrimination, the employee should report the discrimination to his or her supervisor or Human Resources. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

If the employee needs assistance with the complaint, or if the employee prefers to make the complaint in person, the employee can contact Human Resources or call the Compliance Hotline at 1-877-253-7804. The Company will immediately undertake a confidential, thorough, and impartial investigation in an attempt to resolve the situation.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination.

The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.



## Affirmative Action

ABM maintains an Affirmative Action Program as required by law because its business units hold federal contracts and subcontracts.

Executive Order 11246, as amended, not only prohibits discrimination in employment, it also requires federal government contractors and subcontractors to:

- Identify classifications with under representation of minorities, females, covered veterans and persons with qualified disabilities
- Set goals and timetables for increasing the employment of underrepresented groups
- to develop an Affirmative Action Program, and take extra steps for implementing those reasonable goals through outreach, recruitment, training, and other special activities and commitments

Any goals that are established are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing these plans.

The use of goals in the Company's plans is not intended to discriminate against any individual or group of individuals with respect to any employment opportunity for which they are qualified on the grounds that they are not the beneficiaries of Affirmative Action themselves.

Nothing in the Company's Affirmative Action Plans is intended to sanction the discriminatory treatment of any person. Thus, the Company's plans have been developed in strict reliance upon the guidelines on Affirmative Action issued by the U.S. Dept. of Labor.

***Vendor 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.

NETA Certifications







## Licenses

ABM Electrical Power Services		
License Type	License #	Branch
General Commercial A-17 Electrical and Transmission Lines	263986	Phoenix (EMC)
Electrical Contractor- Non Restricted	EN217265	Atlanta (EMC)
Electrical Contractor-Restricted	ER101881	Atlanta (EMC)
DIR Public Works Contractor	1E+09	Southern CA (EMC)
Electrical	31089	Texas (EMC)
Electrical Contractor	235280	Texas (EMC)
Electrical Contractor	49422	Raleigh (EMC)
Unlimited Electrical	U.27197	Charlotte (EMC)
Electrical Contractor	EC.0100558	Colorado (EMC)
C10	989000	Southern CA (EMC)

ABM Electrical Power Solutions		
License Type	License #	Branch
Master Electrician	T1-0016458	Lanham (EMC)
Class A Contractor-Electrical (ELE)	2.71E+09	Virginia Beach (EMC)
Professional Engineer	PE 40000012	Pittsburgh (EMC)
Professional Engineer	E22689	Pittsburgh (EMC)
Professional Engineer	57485	Pittsburgh (EMC)
Professional Engineer	62059122	Pittsburgh (EMC)
Professional Engineer	PE.73742	Pittsburgh (EMC)
01-Statewide Master Electrician	14312	Lanham (EMC)

## Tab 5 – Products and Services

### WARRANTY

***Proposal should address the following warranty information:***

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**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.**

ABM has a standard one (1) year service warranty; parts warranties are pass through.

#### **Availability of replacement parts**

Parts warranties are pass through.

#### **Life expectancy of equipment under normal use**

Typical electrical components last anywhere from 20-40 years.

#### **Detailed information as to proposed return policy on all equipment**

24 hours upon delivery.

### ELECTRICAL & POWER SERVICE CATEGORIES

***List all categories along with manufacturer that you are responding with:***

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We are vendor agnostic and have partnerships with a variety of different manufacturers so that we can accommodate nearly any equipment needs.



## Tab 8 – Value Added Products and Services

*Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.*

### 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

#### HVAC & Mechanical

- Preventive maintenance
- Repairs, replacements, and retrofits
- Engineering and recommissioning
- Bundled energy solutions

#### 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.**



# Tab 9 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **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 \$250,000, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(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)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

### **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.

### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: ABM Electrical Power Services, LLC & ABM Electrical Power Solutions, LLC

Address: 4390 Parliament Pl. Suite S

City, State, Zip: Lanham, MD 20706

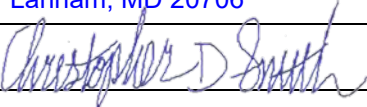
Authorized Signature: 

Date: 03/24/2022

## **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 Electrical Power Services, LLC &amp; ABM Electrical Power Solutions, LLC</u>
Print Name	<u>Christopher Smith</u>
Address	<u>4390 Parliament Pl. Suite S</u>
City, Sate, Zip	<u>Lanham, MD 20706</u>
Authorized signature	<u></u>
Date	<u>03/24/2022</u>



## **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 statutes 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

03/24/2022

**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 Electrical Power Services, LLC &amp; ABM Electrical Power Solutions, LLC</u>
Address	<u>4390 Parliament Pl. Suite S</u>
City/State/Zip	<u>Lanham, MD 20706</u>
Telephone No.	<u>(724) 502-0011</u>
Fax No.	<u>(724) 772-6003</u>
Email address	<u>christopher.smith@abm.com</u>
Printed name	<u>Christopher Smith</u>
Position with company	<u>East Region Vice President</u>
Authorized signature	<u></u>

## **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**

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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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