

**Solicitation Number: RFP #062421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kellermeyer Bergensons Services, LLC, 3605 Ocean Ranch Blvd., Suite 200, Oceanside, CA 92056 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facilities Maintenance Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.



E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Kellermeyer Bergensons Services, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/5/2021 | 6:47 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Fergus O Connell*  
By: 3577B4841FB34E2...  
Marc Collings  
Title: Sr. Vice President-Sales  
8/9/2021 | 12:16 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
8/9/2021 | 12:17 PM CDT  
Date: \_\_\_\_\_

# RFP 062421 - Facilities Maintenance Services

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## Vendor Details

Company Name: Kellermeyer Bergensons Services, LLC

Does your company conduct business under any other name? If yes, please state: Not applicable

Address: 3605 Ocean Ranch Boulevard  
Suite 200  
Oceanside, CA 92056

Contact: Timothy Semenza

Email: RFP@kbs-services.com

Phone: 203-521-0311

Fax: 866-369-5231

HST#: 36-4431179

## Submission Details

Created On: Friday May 07, 2021 11:21:04

Submitted On: Tuesday June 22, 2021 09:31:53

Submitted By: Timothy Semenza

Email: RFP@kbs-services.com

Transaction #: 7b92a328-9f70-428a-af91-caa6c4895d0c

Submitter's IP Address: 76.251.161.184

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Kellermeyer Bergensons Services
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	This is not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	This is not applicable.
4	Proposer Physical Address:	3605 Ocean Ranch Blvd, Suite 200, Oceanside, CA 92056
5	Proposer website address (or addresses):	Kbs-services.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Marc Collings Sr. Vice President, Sales mcollings@kbs-services.com 3605 Ocean Ranch Boulevard, Suite 200, Oceanside, CA 92056 C 801-833-6977
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Meaghan O'Brien Vice President, National Sales meaghan.obrien@kbs-services.com 3605 Ocean Ranch Boulevard, Suite 200, Oceanside, CA 92056 C 858.245.1360
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>KBS partners with leading facility managers across North America to provide essential services that keep businesses operating healthy. A leader in retail, logistics, business &amp; industry, and hospitality, we are the largest privately-held provider of facility services in North America.</p> <p>With decades of deep cleaning experience, including being on the front lines during the entire COVID-19 crisis, we are committed to partnering with our clients to Stay Ahead of the Curve using the latest processes and technologies for healthy operations.</p> <ul style="list-style-type: none"> <li>» 1967: Kellermeyer founded, serving national department store chains</li> <li>» 1970's: Kellermeyer grows as department stores seek to become more efficient</li> <li>» 1984: Bergensons Building Services founded</li> <li>» 1990's: Bergensons sees rapid growth with regional clients</li> <li>» 2000's: Bergensons grows to serve clients in 28 states</li> <li>» 2011: Bergensons triples in size merging with Kellermeyer, forming KBS</li> <li>» 2014: KBS acquired by GI Partners</li> <li>» 2015-2019: KBS grows through acquisition and organic growth</li> <li>» 2019: KBS acquired by Cerberus Capital Management</li> <li>» 2020 – Present: Company transforms supply model to help fight the COVID-19 crisis, deploying over 250,000 COVID-19 responses</li> </ul> <p>KBS's culture is built on respect, doing things the right way, and the inherent dignity of work. We believe that all work is honorable and acknowledge the dignity of those we do it. We prioritize safety and compliance, adhering to rigorous hiring practices and ongoing training.</p> <p>Our culture informs our behavior, and our behavior drives our success.</p>
10	What are your company's expectations in the event of an award?	KBS will work with Sourcewell to identify best-fit opportunities to support participating entities on behalf of Sourcewell and to provide best-value services for those clients.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In 2019, KBS was acquired by Cerberus Capital Management and we are very excited to grow with them. Cerberus was founded in 1992 and is a global leader in alternative investing with approximately \$60 billion in assets across complimentary credit, private equity, and real estate platforms. We have also provided documentation of our financial strength. Please see attached.
12	What is your US market share for the solutions that you are proposing?	Across our top customer base, we service approximately 40-50% of locations and we are one of the largest national janitorial service providers in the country.
13	What is your Canadian market share for the solutions that you are proposing?	KBS services less than 1% of the Canadian market share. However, our strategic placement of field management personnel ensures that we can serve clients wherever they are located.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	KBS is the largest privately held provider of facility services in North America, and is known for being nationally strong, locally great. All KBS salespeople and operators are direct employees of the company. Our sales and operations functions are separate from one another. However, they are in constant communication and work synergistically.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>KBS is Healthy High-Performance Cleaning (HHPC) Certified in Daytime Cleaning. This designation means that KBS management has been through a comprehensive training process for full implementation of day cleaning services for clients who wish to make this change.</p> <p>The CITS program is an industry training standard that evaluates programs against strict criteria. KBS's JanOPS® training is a certified CITS training program in:</p> <ul style="list-style-type: none"> <li>» Comprehensive janitorial skills courses</li> <li>» Improving health and the true value of clean</li> <li>» Comprehensive janitorial safety protocols</li> <li>» Having effective training testing and evaluation</li> </ul> <p>KBS is a member and is compliant with Avetta Standards: Avetta certifies clients that KBS conforms to all health, safety, environmental, and other relevant legislation Measurement of workplace safety standards Proof of sound business practices KPI measurement and reporting</p> <p>KBS is a member and is compliant with GRMS Standards: Global Risk Management Solutions certifies KBS has met key risk mitigation criteria for 120+ clients Continuous monitoring key risk components such as financial stability, adverse media, watch lists and insurance SAP Ariba Partner</p> <p>KBS is a member and is compliant with ISNetwork Standards: ISNetwork certifies KBS meets Client internal and governmental record keeping and compliance requirements Maintains KBS health and safety, procurement, quality and regulatory information Proof of KBS workplace safety standards</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	In November of 2018, KBS proudly received The Decade Award from ISSA CIMS. The Decade Award was given to KBS for 10 years of leadership in CIMS certification. KBS received the CBRE Dark Green Award in October 2018. The Dark Green Award is given to one supplier in the Americas annually and is the highest client care level amongst all of CBRE's thousands of vendors. KBS was nominated by numerous end client accounts. KBS is a proud recipient of The Ashkin Group Green Cleaning Champion Award. The award is given to companies that support the Ashkin Group's mission of creating healthier, more productive indoor environments with lower burdens on natural systems, while creating sustainable value. Formed in March 1965, BSCAI is a trade association for the building service contracting industry with more than 2,000 member companies. KBS received the BSCAI Image Award for Best Company Uniform. KBS also received the 2012 BSCAI award for safety.
19	What percentage of your sales are to the governmental sector in the past three years	0.75% of our sales have gone to the government sector in the past three years.
20	What percentage of your sales are to the education sector in the past three years	0.60% of our sales have gone to the education sector in the past three years.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KBS partners with ServiceChannel, OMNIA, JLL, and CBRE to provide service to their respective members. Please see below for a sales volume breakdown over the past three years for each: ServiceChannel \$ 313,498 OMNIA \$ 5,136,024 JLL \$ 7,822,796 CBRE \$ 14,846,142
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KBS does not hold any GSA contracts or SOSAs.

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
University of Texas at Austin	David Stevens, Manager, Day Operations and Contracts	(512) 475-7943
Maricopa County	Simon P. Alvarez, Procurement Officer	(602) 506-8714
City of Salt Lake City	Jim Cleland, Facility Program Director	(801) 535-6631

**Table 5: Top Five Government or Education Customers**

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York City Transit Authority Municipal and metropolitan transport New York 40 sites (concourse, platforms, escalators, elevators, stairs, and fixtures) Cleaning and Disinfecting of Stations \$2,953,228 \$8,859,684	Government	New York - NY	40 sites (concourse, platforms, escalators, elevators, stairs, and fixtures) Cleaning and Disinfecting of Stations	\$2,953,228	\$8,859,684
Maricopa County	Government	Arizona - AZ	88 sites total serviced, more than 1.3M SF Various Government Building Offices	\$8,590,017	\$25,770,051
University of Texas at Austin	Education	Texas - TX	This account comprises twenty-four (24) facilities of 1,000,000 square feet. These multiple buildings include libraries, admin space, all types of flooring.	\$1,200,000	\$3,600,000
City of Salt Lake City, UT	Government	Utah - UT	Municipal buildings (286,000 square feet) + (180,000 Public Safety) 450,000 square feet of various high traffic public buildings of varying ages, including the Historic City Hall with specialized restoration and preservation needs, event driven facilities and exhibits	\$355,000	\$1,065,000
Carroll County Schools	Education	Georgia - GA	Custodial services to school buildings in entire county	\$2,850,000	\$8,550,000



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	KBS employs 48 salespeople throughout the United States, with a steadily growing team. As mentioned above, our sales force and operations teams are separate from one another. KBS will manage the national program through our two Senior Vice Presidents of Sales, Marc Collings for all business West of the Mississippi and Aaron Bailey for all business East of the Mississippi. KBS has over 700 field managers covering every state with the U.S. Our vast field management capability assures our clients a nationally strong and locally great partner. This field management team oversees more than 22,000 direct employees of KBS, in addition to 8,000 vendor-managed staff. Our sales force brings on and transitions in new customers, at which point they will handle management of the program to the service force (i.e., operations team) at KBS.
26	Dealer network or other distribution methods.	N/A
27	Service force.	KBS takes an echelon management approach to service delivery; communication is essential at all levels. We focus on you by aligning KBS leadership with Client leadership at the appropriate level. Our Management Support team includes the Strategic Account Manager, Field Management including EVPs, RVPs, Regional and Area Zone Managers, plus our customer care group to manage the scheduling and tracking of services.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	KBS' solutions are designed to maximize responsiveness to Client facility managers. We first provide easy, convenient communication channels through a single 800 number and a single email. The single phone number and email connect the facility-level manager to our 24/7 customer support team, which gives the Client manager a team behind her request. Each call or email will result in a work order that will be tracked, escalated, and closed by our customer service team. Each call or email will be assigned a priority level. Requests needing immediate attention will be assigned either as Priority 1 or Priority 2. All other requests will begin at the lowest priority level. Priority 1 and Priority 2 Work Orders should be phoned into the call center using our 1-800 number. A work order is closed only when the Work Order is closed. KBS's reputation for closing Work Orders is a key success factor for delivering reliability and responsiveness. KBSForce™ tracks the resolution of any work order over time to look for trends. Field management, customer service, and operations work directly to find and correct any escalations.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	As the largest privately held provider of facility services in North America, KBS is set up financially, logistically, and geographically to service Sourcwell participating entities wherever they are located.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	As the largest privately held provider of facility services in North America, KBS is set up financially, logistically, and geographically to service Sourcwell participating entities wherever they are located.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable. KBS can serve any geographic area in the United States or Canada.
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable.

**Table 7: Marketing Plan**

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As the program grows more than \$3M, KBS will add strategic Account managers to work directly with the end clients, identify and develop client-specific programs, and then communicate those programs to our field operators. All business below \$3M will be managed by our field operator leadership, which cover all regions of the U.S. We plan to promote our cooperation with Sourcwell to future clients by integrating the features and benefits of the Sourcwell program into our marketing and sales plans. For example, we would communicate with a potential customer how they can work with Sourcwell to choose from preapproved contractors for their vendor needs, which would then enable Sourcwell to take on a new participating entity. Please see attached for a sample of our marketing materials.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	KBS uses social media in various forms—LinkedIn, Facebook, and Twitter are examples—in concert with other forms of marketing, such as white papers, informative podcasts, and newsletters, to inform prospective clients of our services and partnerships. The KBS marketing team is head up by veterans of the function, including a Chief Marketing Officer and Vice President of Marketing, who collaborate with their teams to promote how KBS can help to raise standards and lower costs. Finally, our website provides a professional-looking and comprehensive overview of our services, industries served, and insights into the market.
36	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	KBS will look to Sourcwell as a trusted partner in promoting KBS's services among its participating entities, with focus on our history of serving similar clients with success and longevity. KBS believes that it can form a mutually beneficial relationship with Sourcwell to form best-fit relationships with its clients. KBS will add Sourcwell to a part of all new hire sales training materials as a way to further enhance our partnership with you and to ensure our sales team is delivering a value added proposition to all future clients faced with the challenges of relying on trusted vendor partners.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	This is not applicable, as KBS provides services and not products.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>KBS training standards reflect the value put on the cleaning specialist's contribution to a healthy environment and the notion that not everyone can clean for safety, health, asset preservation, productivity, and the environment without first developing the necessary skills, knowledge, and attitudes.</p> <p>Training is divided into three levels:</p> <ul style="list-style-type: none"> <li>» New-hire Training (includes specialized bus vehicle training)</li> <li>» Point of Contact (POC) Training</li> <li>» Continuous Training (includes OSHA, HAZCOM, Safety, Security)</li> </ul> <p>Below are the training policies:</p> <ul style="list-style-type: none"> <li>» All cleaners must certify in the New-Hire video and in each of the six standards.</li> <li>» Certification requires hands-on demonstration of mastery over the specific cleaning tasks for an individual's specialty area.</li> <li>» Group managers and working supervisors must certify by passing off each standard to the project manager.</li> <li>» All continuous training events are recorded to ensure compliance with OSHA and other guidelines for continuous improvement.</li> <li>» Security and Safety Training – Meets both KBS standards and the requirements in the Scope of Work provided by the client.</li> </ul> <p>KBS cleaners are trained as specialists and then cross-trained to substitute for each other in times of need. Each cleaner is responsible and held accountable for a specific area of duties within their team. It means each cleaner knows his/her job very well, which increases production and has a specialty area of expertise, increasing the quality of work.</p> <p>Below are specialized topics covered in the KBS training program.</p> <table border="0"> <tr> <td>Topic</td> <td>Description</td> </tr> <tr> <td>Workflow</td> <td>Certify in learning about cleaning workflows (Clockwise, Dry to Wet, Top to Bottom)</td> </tr> <tr> <td>Mopping</td> <td>Learn the mopping process and workflow in the facilities.</td> </tr> <tr> <td>Dusting &amp; Trashing</td> <td>Learn dusting, trashing, and workflow in the building.</td> </tr> <tr> <td>Closet Standards</td> <td>Learn closet standards regarding organization, cleanliness, and safety.</td> </tr> <tr> <td>General Safety</td> <td>Taught general safety principles.</td> </tr> <tr> <td>Safe Lifting Techniques</td> <td>Demonstrate and certify in safe lifting techniques.</td> </tr> <tr> <td>Safe Chemical Usage</td> <td>Demonstrate safe dispensing and usage of chemicals.</td> </tr> <tr> <td>Cross-Contamination</td> <td>Demonstrate proper cleaning of cross-contamination points.</td> </tr> <tr> <td>Blood Borne Pathogens</td> <td>Demonstrate proper cleaning of blood-borne pathogens.</td> </tr> <tr> <td>Safe Garbage Disposal</td> <td>Demonstrate safe garbage disposal techniques.</td> </tr> <tr> <td>Microfiber Towel Usage</td> <td>Demonstrate how to use the microfiber towel and three-color coding system.</td> </tr> <tr> <td>Standardized Cleaning</td> <td>Taught best practices for safety, health, asset preservation, productivity, &amp; environment.</td> </tr> </table>	Topic	Description	Workflow	Certify in learning about cleaning workflows (Clockwise, Dry to Wet, Top to Bottom)	Mopping	Learn the mopping process and workflow in the facilities.	Dusting & Trashing	Learn dusting, trashing, and workflow in the building.	Closet Standards	Learn closet standards regarding organization, cleanliness, and safety.	General Safety	Taught general safety principles.	Safe Lifting Techniques	Demonstrate and certify in safe lifting techniques.	Safe Chemical Usage	Demonstrate safe dispensing and usage of chemicals.	Cross-Contamination	Demonstrate proper cleaning of cross-contamination points.	Blood Borne Pathogens	Demonstrate proper cleaning of blood-borne pathogens.	Safe Garbage Disposal	Demonstrate safe garbage disposal techniques.	Microfiber Towel Usage	Demonstrate how to use the microfiber towel and three-color coding system.	Standardized Cleaning	Taught best practices for safety, health, asset preservation, productivity, & environment.
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39	Describe any technological advances that your proposed products or services offer.	<p>KBS drives a road map that includes both emerging and ready-for-market technology along the following path:</p> <ol style="list-style-type: none"> <li>1. Mobile field management tech: KBSForce™ app designed to improve account management</li> <li>2. Service validation technology: KBSPresence app: Designed to confirm crews are onsite</li> <li>3. Cleaner tech enablement: KBSTrackit app: Designed for large hub and sort centers by putting client's scope to a route and schedule for cleaners to validate stops on the route through QR scanning.</li> <li>4. Sensors technology: Emerging technology KBS is testing deploying at beta test level</li> <li>5. AI and Robotics: Emerging tech KBS is partnering with leading robotics and machine learning experts in our field like Braincorp and Avidbots.</li> </ol> <p>Our innovation and technology drive efficiency, enabling us to solve problems upstream, anticipate issues, and deploy rapid solutions. Technology enables management teams with strong, responsive mobile operations, and enables cleaners so they can contribute to service validation and scope compliance.</p> <p>Our proprietary KBSForce™ app streamlines reporting and delivers decision-ready data to every echelon in real time, driving our facilities services programs. KBSForce™ maximizes efficiency, transparency, and cleaning validation by leveraging real-time, onsite data to deliver results. KBSForce™ contains a client portal with a performance dashboard and service delivery information for our customers, with a fully customized time-tracking system for KBS employees and subcontractors. The technology also enables managers to plan, execute, and track on-demand and contracted project work, powered by targeted KPIs that help the field manage daily service delivery. Finally, KBSForce™ has a powerful and flexible audit module to capture onsite statistics and a paperless hiring module, which is fully integrated with background check, I-9, and E-Verify services.</p>																										
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>KBS has a system of green standards, comprised of nine components:</p> <p>Standard Description</p> <ol style="list-style-type: none"> <li>1. Green Chemicals Standardized cleaners and floor care products are ecologically certified, low pH, and consistent throughout the company. All KBS's cleaning products meet regulations for maximum allowable Volatile Organic Compound (VOC) levels.</li> <li>2. Green Supplies KBS supplies are purchased in bulk based on their packaging and shipping waste minimization, and KBS maintains national agreements with suppliers and receive discounts for large quantity orders.</li> <li>3. Green Equipment Green equipment limits exposure to potentially hazardous contaminants while ensuring effective infection prevention and control processes. KBS equipment is designed for high productivity and minimum footprint on the environment.</li> <li>4. Closet Standards KBS believes the closet reflects the attitude and professionalism of the specialist and helps to reinforce a disciplined work environment from which other disciplined behaviors can emerge.</li> <li>5. Cleaning System KBS cleaning specialists experience several levels of Training, not just to become janitors, but to be efficient safety, health and environmental professionals who reinforce Green Cleaning policies.</li> <li>6. Green Focus Areas Each cleaning process is visually reinforced and managed using KBS third level of training called "Point of Contact" (POC) training. Certain areas are points of contact and KBS considers them breeding grounds for germs.</li> <li>7. LEED-EB Points LEED certified buildings save money and positively impact the health of occupants, while promoting renewable, clean energy. The Green Cleaning system is certified and follows the LEED Policy Model for achieving best-in-class building strategies.</li> <li>8. Recycling Program KBS promotes and manages an aggressive recycling program to divert waste from landfills and shares cost savings from recycling with clients. KBS also provides recycling consultation services.</li> <li>9. Behavioral Support System Training standards that reflect the value put on the specialist's contribution to society and the notion that not everyone can clean for health without developing the necessary skills, knowledge, and attitudes that Training instills in KBS cleaners.</li> </ol>																										
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>KBS is one of few organizations in the industry to certify as a green-building company. Through a third-party auditor, ISSA CIMS, KBS was audited for its:</p> <ul style="list-style-type: none"> <li>» Green building policy</li> <li>» High-performance cleaning program</li> <li>» Custodial effectiveness</li> <li>» Sustainable cleaning products, materials, and equipment</li> <li>» Indoor chemical and pollutant source control</li> </ul>																										
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.																										

43	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>KBS prides itself on its three primary competitive advantages: we are a trusted partner to industry leaders, we tailor solutions at scale, and we are a technology and efficiency innovator.</p> <p>As a trusted partner, we have experience working with clients with the highest standards of performance and compliance across 75,000 locations throughout North America. With decades of experience in facility hygiene, including being on the front lines throughout the COVID-19 crisis, KBS is committed to partnering with clients to Stay Ahead of the Curve™ with the latest advances for maintaining healthy operations.</p> <p>We provide essential facility services that deliver healthy operations to businesses through scalable solutions customized to meet client-specific requirements. Throughout the COVID-19 pandemic, KBS has delivered essential services for acute needs to keep businesses operational. We have successfully deployed over 250,000 response teams to logistics and distribution, essential retail, pharmacy, grocery stores, senior living facilities, data centers and others. When supply chains broke down, KBS resources delivered not only labor but also PPE, mission critical chemicals, and supplies at a national scale.</p> <p>Finally, our expertise and technology enable our teams to anticipate issues, ensure quality, and maximize efficiency. Our proprietary KBSForce™ technology maximizes efficiency, transparency, and cleaning validation, keeping standards up while tamping costs down. With decades of experience in facility hygiene, including being on the front lines throughout the COVID-19 crisis, KBS is committed to partnering with clients to Stay Ahead of the Curve™ with the latest advances for maintaining healthy operations. Proprietary KBSForce™ technology maximizes efficiency, transparency, and cleaning validation.</p> <p>Our KBS Innovation Center (IC) Team also looks to deploy new technologies and innovative ideas to increase productivity and lower costs. For example, in multiple locations the IC Team is currently performing tests with robotic scrubbers and other machines that can bring these benefits to our customers. The IC Team is also testing with sensors incorporated into flooring to achieve the efficiency of just-in-time cleaning.</p>
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**Table 9: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	<p>We will customize key performance indicators (KPI) specifically for Sourcwell participating entities. Metrics are available in real-time via KBSForce™ and include:</p> <ul style="list-style-type: none"> <li>» Audit &amp; Inspections Powerful and flexible audit module to capture onsite statistics</li> <li>» Attendance Tracking Fully customized time tracking system for KBS employees and subcontractors Time building against budgeted time exception KPI</li> <li>» Project Tracking Plan, execute, and track on demand and contracted project work</li> </ul>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Performance KPIs include:</p> <ul style="list-style-type: none"> <li>» On-time work order completion</li> <li>» On-time project work completion</li> <li>» Work order complaint ratio</li> <li>» Safety TRIR by site</li> </ul>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	KBS standard net payment terms are Net 30. KBS can process invoicing via the Sourcwell participating entity's preferred invoicing method. KBS can accept EFT payments for invoices and integration for Procure to Pay processes.
47	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Not applicable
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attached for our standard master services agreement (MSA).
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based off average costs in each state for each pricing tier. KBS reserves the right to charge the do not exceed rates on a \$/SF or \$/Hour basis.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts are based upon three pricing tiers and change depending on the total revenue of the contract. Our best pricing is reflected on revenues above \$5M annually.
53	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable, as KBS provides services, not products.
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	KBS will encourage client personnel to perform electronic audits via KBSForceTM, using their smartphones or tablets. This is the same system utilized by KBS managers to monitor contract compliance. Client facility managers can then upload the information from their quality audits to KBSForceTM, which can generate reports that show quality levels over the life of the contract.
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As mentioned above, KBS will customize key performance indicators (KPI) specifically for the client. Metrics are available in real-time via KBSForceTM and include: » Audit & Inspections » Powerful and flexible audit module to capture onsite statistics » Attendance Tracking » Fully customized time tracking system for KBS employees and subcontractors » Time building against budgeted time exception KPI » Performance KPIs » On-time work order completion » On-time project work completion » Work order complaint ratio » Safety TRIR by site » Project Tracking » Plan, execute, and track on demand and contracted project work
62	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a variable admin fee that is based on annual sales volume. Please see below for a breakdown of those values. » \$500,000 and below = 1% » \$500,001 - \$5M = 1.5% » Over \$5M = 2%

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We work as an extension of our clients' team, helping anticipate issues, ensure quality, and improve efficiency. Our thousands of team members and extensive network of managed resources provide us with national coverage to deliver results at scale.</p> <p>We Are an Extension of Your Team</p> <ul style="list-style-type: none"> <li>• 28,000+ Self-Performed Locations</li> <li>• 32,000+ Vendor-Managed Locations</li> </ul> <p>An Extensive Network with National Coverage</p> <ul style="list-style-type: none"> <li>• 22,000+ direct employees</li> <li>• 700+ field support managers</li> <li>• 75,000+ locations serviced daily</li> <li>• 2 billion square feet serviced daily</li> </ul> <p>We Customize Solutions to Our Clients' Needs</p> <p>We deeply understand our clients' needs and tailor our comprehensive suite of solutions to the scale and specifications they require. Working closely with our clients, we provide ongoing consultation and evaluation of services to help maintain healthy operations.</p> <p>Professional Commercial Cleaning Services</p> <ul style="list-style-type: none"> <li>• Covid-19 Response</li> <li>• Facility Operations Support</li> <li>• Exterior Services</li> <li>• Specialty &amp; Trade Services</li> </ul> <p>We Have Depth and Breadth Across Industries</p> <p>With decades of experience and dedicated coverage aligned to key verticals, our team shares best practices across industries.</p> <p>Business and Industry</p> <ul style="list-style-type: none"> <li>• Education/Religious</li> <li>• Healthcare</li> <li>• Industrial &amp; Manufacturing</li> <li>• Banks and Financial</li> <li>• Corporate Campus &amp; Office</li> <li>• Data Centers, Technology, Pharma</li> <li>• Municipal, State, Federal Government</li> </ul> <p>Retail</p> <ul style="list-style-type: none"> <li>• Grocery Chains</li> <li>• Specialty Retail Chains</li> <li>• Pharmacy &amp; Drug Stores</li> <li>• Department Stores</li> <li>• Warehouse &amp; Club Formats</li> </ul> <p>Logistics Support</p> <ul style="list-style-type: none"> <li>• Distribution Centers</li> <li>• Cross Dock</li> <li>• Delivery Stations</li> <li>• Delivery Vehicle Hygiene and Provisioning</li> <li>• Transportation Depots</li> </ul> <p>Hospitality</p> <ul style="list-style-type: none"> <li>• Hotels, Resorts &amp; Casinos</li> <li>• Restaurants, Bars, Country Clubs &amp; Cafeterias</li> <li>• Event Spaces, Stadiums &amp; Arenas</li> </ul>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Facility Hygiene</p> <ul style="list-style-type: none"> <li>» Full Spectrum Contract Daily Cleaning</li> <li>» COVID Response</li> <li>» Restorative Floor Services</li> <li>» High-pressure cleaning</li> <li>» Public space disinfection</li> <li>» Specialty solutions for manufacturing, commercial office space, logistics and related vertical markets</li> </ul> <p>Facility Operational Support</p> <ul style="list-style-type: none"> <li>» Corrugate &amp; Pallet Management</li> <li>» Facility health and safety audits</li> <li>» Inventory management</li> <li>» PPE provisioning</li> <li>» Scoping tasks &amp; frequencies</li> <li>» Service flow engineering</li> <li>» Supplemental Staffing</li> </ul> <p>Exterior Maintenance</p> <ul style="list-style-type: none"> <li>» Landscaping</li> <li>» Snow &amp; Ice Management</li> <li>» Parking Lot Maintenance</li> <li>» Porter Services</li> </ul> <p>Specialty &amp; Trade Services</p> <ul style="list-style-type: none"> <li>» HVAC</li> <li>» Building Engineering</li> <li>» Handyman Services</li> <li>» Material Handling Equipment</li> <li>» Electrical, Plumbing, &amp; Light Carpentry</li> <li>» Equipment repairs and maintenance</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the services in this category.
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the services in this category.
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide the services in this category.
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Proprietary KBSForce technology fulfills this requirement.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	All KBS employees are onboarded electronically through our KBSForce™ system. We build client-specific checkpoints in the electronic audit to assure security requirements are met before the employee can progress through the electronic onboarding. Furthermore, we require all team members to be hired through E-Verify and background checks. For site specific requirements or contracts we adjust to the need or customer demand. KBS is also the only Janitorial company with a temporary staffing division. KBS acquired HSS Staffing to assure the quickest hiring cycles in the industry. There are four drivers to KBS's employee longevity: 1. Above-market pay. We priced 15% above market 2. Benefits. We have priced benefits into offerings 3. Respect: KBS trains, uniforms, and treats cleaners as protectors of health, assets, and the environment. 4. Opportunity: Cleaners have access to KBS's JanOPS® training, a certified CITS training program in: » Comprehensive janitorial skills courses » Improving health and the true value of clean » Comprehensive janitorial safety protocols » Effective training testing and evaluation KBS also offers an effective mix of tangible and intangible incentives: » Tangible incentives Pathways to promotion for performance and training achievements Gift cards to reward performance Celebrations for goal achievement Training certificates » Intangible incentives Training that builds cleaners' self-esteem Involvement in troubleshooting account problems Uniforms to build pride in work and self-respect
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	KBS works closely with clients to determine their needs and models statements of work based on our previous experience with clients of similar size and scope.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	Sourcewell is also seeking consistent improvement from its service provider, which KBS enables through use of our proprietary KBSForce™ technology. KBSForce™ is a platform that is specially designed for the facility management industry, one that tracks KPIs, leading and lagging indicators, and overall performance, presenting it in an easily digestible and accessible dashboard that is tailored for the client. Sourcewell and KBS field management will meet frequently to discuss progress, solve issues, and address concerns proactively, informed by the metrics provided by KBSForce™.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	As part of both its sales and transition process, KBS works with the client to establish recommended equipment, supplies, and consumables levels ahead of program implementation to ensure that all site are properly equipped for work to be performed smoothly. This process is aided by frequent in-person meetings and site visits with the client facility managers to gather all necessary information ahead of the start date.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	As mentioned above, KBS communicates early and often with clients to establish ownership regarding equipment, supplies, and consumables. Some clients prefer to provide their own equipment and inventory, whereas others look to KBS to fulfill this requirement. Regardless of the client's decision, KBS is prepared to accommodate any needs.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing.xlsx - Monday June 21, 2021 15:43:56
  - [Financial Strength and Stability](#) - KBS Audited Financial Statements - 2020 & 2019.pdf - Monday June 21, 2021 15:44:48
  - [Marketing Plan/Samples](#) - Table 7\_KBS Overview.pdf - Monday June 21, 2021 15:45:10
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Performance Standards or Guarantee Information (optional)
  - [Standard Transaction Document Samples](#) - KBS Master Services Agreement.pdf - Monday June 21, 2021 15:46:23
  - Upload Additional Document (optional)



**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Meaghan O'Brien, Vice President, National Sales, Kellermeyer Bergensons Services

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Facilities Maintenance Services_RFP_062421</b> Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facilities Maintenance Services_RFP_062421</b> Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facilities Maintenance Services_RFP_062421</b> Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1