



**MASTER AGREEMENT #080824**  
**CATEGORY: HVAC Systems with Related Products and Services**  
**SUPPLIER: ABM Industries Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ABM Industries Inc., 2715 Ronald Reagan Blvd., Suite 200, Cumming, GA 30041 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 1, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #080824 to Participating Entities. In Scope solutions include:
- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.



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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent caused by any negligent act or omission in the performance of this Agreement 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 material defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility

will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) 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.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

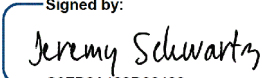
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

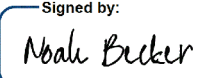
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

ABM Industries Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 12/17/2024 | 11:32 AM CST

Signed by:  
  
 By: B7E980A2AC354FA...  
 Noah Becker  
 Title: Regional Vice President  
 Date: 12/17/2024 | 11:27 AM CST

# RFP 080824 - HVAC Systems with Related Products and Services

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## Vendor Details

Company Name: ABM Building Solutions, LLC  
Does your company conduct business under any other name? If yes, please state: GA  
Address: 2715 Ronald Reagan Blvd  
Suite 200  
Cumming, GA 30041  
Contact: Katherine Peoples  
Email: katherine.peoples@abm.com  
Phone: 470-249-0581  
HST#:

## Submission Details

Created On: Wednesday July 17, 2024 10:43:31  
Submitted On: Thursday August 08, 2024 13:52:04  
Submitted By: Debbie Brady  
Email: debbie.brady@abm.com  
Transaction #: 732b9913-d0f4-4f13-96ea-d1726a5af806  
Submitter's IP Address: 174.177.47.98

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell 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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 1         | Provide the legal name of the Proposer authorized to submit this Proposal.  | ABM Industries, Inc.  |
| 2         | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.  | Y   |
| 3         | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | ABM Building Solutions, LLC<br>ABM Building Services, LLC   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):   | Unique Entity Identifier is UJGDTE9Z1BB9  |
| 5         | Provide your NAICS code applicable to Solutions proposed.   | 561720  |
| 6         | Proposer Physical Address:  | 2715 Ronald Reagan Blvd, Suite 200, Cumming, GA 30041   |
| 7         | Proposer website address (or addresses):  | www.abm.com   |
| 8         | 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):   | Noah Becker<br>Regional Vice President<br>2715 Ronald Reagan Blvd Suite 200<br>Cumming, GA 30041<br>Noah.becker@abm.com<br>404.926.9549             |
| 9         | Proposer’s primary contact for this proposal (name, title, address, email address & phone):   | Katherine Peoples, Account Executive<br>2715 Ronald Reagan Blvd. Suite 200<br>Cumming, GA 30041<br>Katherine.peoples@abm.com<br>470-249-0581 (Cell) |
| 10        | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):  | Ben Dodds, VP of Client Experience<br>Ray Jordan, Regional Director<br>Lauren Kirwan, Senior Operations Analyst, CooperativePurchasing@abm.com      |

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.  | <p>Our Company Philosophy and Values</p> <p>ABM Industries (NYSE: ABM) was founded in San Francisco in 1909 and was incorporated in Delaware. We provide essential services and forward-looking solutions that improve the spaces and places that matter most. From curbside to rooftop, we provide comprehensive facility services, including engineering, janitorial, parking, electrical &amp; lighting, energy solutions, HVAC &amp; mechanical, landscape &amp; turf, and mission-critical solutions. ABM delivers these custom facility solutions to properties across various industries – from commercial office buildings to universities, airports, hospitals, data centers, manufacturing plants and distribution centers, entertainment venues, and more.</p> <p>ABM Technical Solutions Headquarters is in Cumming, GA, and we have been helping our clients improve their facility infrastructure while saving energy for over 40 years. We have performed nearly \$1 Billion worth of energy retrofit projects, completing over 265 projects within the past ten (10) years. These projects vary from K-12 school districts, public and private colleges and universities, and local, state, and federal government agencies.</p> <p>Our partnerships impact more than the clients we serve. We create sustainable, healthy, and safe environments for our customers. Our mission, vision, purpose, and values are interwoven throughout our company culture and promoted by every team member we employ.</p> <ul style="list-style-type: none"> <li>• Purpose – To take care of the people, spaces, and places that are important to you.</li> <li>• Vision – ABM's vision is to be the clear choice in the industries we serve through engaged people.</li> <li>• Mission – It is our mission to make a difference, every person, every day.</li> </ul> <p>Our Code of Business Conduct drives the application of our core values of respect, integrity, collaboration, innovation, trust, and excellence throughout our operations. Our Code of Business Conduct serves as a critical tool to help all ABM team members to recognize and report unethical conduct while preserving and nurturing our culture of honesty and accountability. We provide comprehensive annual training and certification programs on our Code of Business Conduct for our Board of Directors and all staff and management employees.</p> |
| 12 | What are your company's expectations in the event of an award?  | <p>In the event of an award, ABM expects to drive the sales process and leverage the Sourcewell agreement in the following ways:</p> <ol style="list-style-type: none"> <li>1. Public acknowledgement:             <ul style="list-style-type: none"> <li>• Official announcements via internal communications (emails, newsletter, etc.)</li> <li>• Press releases or social media posts to share the news externally.</li> <li>• Advertise our partnership at tradeshow.</li> </ul> </li> <li>2. New business opportunities             <ul style="list-style-type: none"> <li>• Identify current customers who can benefit from the Sourcewell agreement.</li> <li>• Target potential customers within the Sourcewell network.</li> </ul> </li> <li>3. Leverage Sourcewell's Marketing             <ul style="list-style-type: none"> <li>• Partner with Sourcewell to co-market the benefits of the agreement.</li> <li>• Participate in Sourcewell events, webinars, and other marketing opportunities.</li> </ul> </li> </ol>  |
| 13 | 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. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION</b> | <p>By faithfully serving over 20,000 clients nationwide, ABM has generated annualized revenue of over \$8.1 billion in over 200 metro areas. ABM is Sarbanes-Oxley compliant, so we adhere to strict third-party auditing to safeguard our shareholders and clients from malicious business practices. We have an exceptionally transparent balance sheet comprised of a strong cash position, minimal debt, and a solid performance record boasting consecutive quarterly dividends since 1965. ABM is also one of the largest facilities services contractors on the New York Stock Exchange. Our subsidiaries are leaders in their respective fields and capable of independent growth through acquisition. Our size, operational infrastructure, and financial strength enable us to offer customers a level of sophistication that translates into savings and peace of mind.</p> <p>Our Annual Reports are posted online: <a href="https://abm.gcs-web.com/financial-information/annual-reports">https://abm.gcs-web.com/financial-information/annual-reports</a></p> <p>Quarterly press releases are available at: <a href="http://investor.abm.com/releases.cfm">http://investor.abm.com/releases.cfm</a></p>  |
| 14 | What is your US market share for the solutions that you are proposing?  | <p>ABM can provide national coverage to meet the qualifications of this RFP. We currently maintain 500,000 heating and cooling systems nationally and can provide a detailed list of our local offices upon award. ABM Franchising Group, an operating unit of ABM, is a portfolio of franchise networks delivering comprehensive mechanical and electrical services, and preventive maintenance solutions to clients across multiple markets. ABM and our network of independent contractors are all part of the Linc Service group. At the local level, every ABM company has the expertise, trained technicians, technical data, tools, equipment, and facilities to provide nothing less than total system service.</p> <p>Additional information can be found in our Technical Proposal.</p>  |
| 15 | What is your Canadian market share for the solutions that you are proposing?  | <p>ABM has multiple locations in Canada and would serve our Canadian clients with the same level of excellence that we provide our American locations.</p>   |

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| 16 | <p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>   | None.  |
| 17 | <p>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.</p> <p>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?</p> <p>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?</p> | <p>ABM has partnerships with major OEMS such as Trane, Carrier, York, Daikin, etc. We also have partnerships with major HVAC Distributors such as Carrier Enterprises, United Refrigeration, Grainger, Kele, Baker Distribution, etc. Should ABM be awarded this contract, we will provide the documentation necessary for any product sourced through ABM.</p> <p>Under ABM's model, we are able to self-perform the majority of the work implemented. This means that 70-80% or more of the total project implemented is delivered by ABM employees. If ABM is selected to implement a solution, we will assign an ABM team member to the Project Management function. This individual will collaborate with the customer or refer to the specification document to establish a detailed delivery schedule. Necessary products or parts will be ordered, and any required subcontracts will be drafted. Labor will be allocated to ensure timely delivery.</p> <p>A site Service Supervisor will be appointed to oversee the entire delivery process and ensure the project meets the customer's expectations. Additionally, an Account Manager will be assigned to maintain ongoing communication and ensure customer satisfaction.</p> <p>This is an overall scope of activities necessary to assemble a solution, build and appropriate price, and to deliver to the customer's satisfaction.</p> |

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| <p>18</p> | <p>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>                      | <p>ABM's energy professionals hold a wide range of certifications and accreditations in various departments that ensure we exceed client expectations on every project. ABM staff has significant experience in providing successful energy services to local government and higher education entities, as indicated in our references, which are included in this proposal.</p> <p>ABM team members serve on some of the most influential guidelines and standards committees for ASHRAE and the National Environmental Balancing Bureau (NEBB). Other accreditations include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Professional Engineer (PE) – Professional Engineers serve the public and keep them safe. They are required to demonstrate proficiency within a specific field of study and must pass an exam administered by the National Council of Examiners for Engineering and Surveying. PEs are licensed by state and must conform to continuing education requirements to keep their licenses.</li> <li>• LEED Accredited Professional (LEED-AP) – LEED-Accredited Professionals demonstrate the ability to maximize energy efficiency while saving resources for future generations. They demonstrate experience and proficiency in green building analysis and design by passing an exam administered by the Green Building Certification Institute (GBCI).</li> <li>• Certified Energy Manager (CEM) – Certified Energy Managers must pass an exam administered by the Association of Energy Engineers (AEE) that determines the knowledge of U.S. laws and guidelines surrounding the efficient use of resources and minimum operating requirements for buildings that serve the public.</li> <li>• Green Building Engineer (GBE) – AEE's Certified Green Building Engineer (GBE) program awards special recognition to green building, design, and construction engineering professionals who demonstrate competence and ethical fitness for green building disciplines governing and affecting green building professionals.</li> <li>• Certified Indoor Air Quality Professional (CIAQP) – CIAQP candidates must pass an exam on indoor environmental contaminants, mitigation strategies, and prevention techniques. CIAQPs are deemed competent and knowledgeable in air quality assessment, design, management, and problem mitigation.</li> <li>• High-Performance Building Design Professional (HBDP) – Candidates who earn the HBDP certification demonstrate a well-rounded understanding of how HVAC&amp;R design is integrated into high-performing buildings to achieve the overall goal of producing a sustainable HVAC&amp;R design.</li> <li>• National Environmental Balancing Bureau (NEBB) – NEBB is an International association certifying firms and qualifying supervisors and technicians in the following disciplines: Testing, Adjusting, and Balancing (TAB) of HVAC systems; Building Systems Commissioning (BSC); Sound and Vibration Measurement (S&amp;V); Retro-commissioning (RCX); Fume hood Testing (FHT); and Cleanroom Performance Testing (CPT). NEBB also establishes and maintains industry standards, procedures, and work specifications for these disciplines.</li> </ul> <p>Our technicians are factory trained and we service all types of equipment including Trane, Carrier, Liebert, Stulz, APC/Schneider, York/JCI, Daikin McQuay, AAON, etc. We hold numerous certifications and licenses, and our technicians have various levels of security clearances.</p> <p>State Business Licenses<br/>         ABM also possesses state licenses throughout the US. We are attaching copies of our New Jersey and Georgia licenses for reference only. Upon contract award, ABM will share business license to comply with any state requirements.</p> <p>Additional information regarding Subcontractor Management can be found in our Technical Proposal.</p> |
| <p>19</p> | <p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p> | <p>ABM has not had any current or past debarment or suspensions within the past seven years.</p>   |

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| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>In the last several years ABM has been privileged enough to be a participant in several award programs as well as third-party certified accreditations and industry awards.</p> <p>Recent Awards:</p> <ul style="list-style-type: none"> <li>• 2024, 2023, and 2022 Selling Power's Best Companies to Sell For</li> <li>• 2024 VETS Indexes 3 Star Employer for ABM's dedication to hiring and supporting veterans and military-connected community</li> <li>• 2024 Modern Healthcare Best Places to Work (seventh time being awarded)</li> <li>• 2024 and 2023 Scott Salmirs, ABM's CEO, listed on Empower Advocates' Role Model List recognizing leaders dedicated to creating a more inclusive environment for people of color in business. In 2024, he was awarded the number one position in the list.</li> <li>• 2024 and 2023 Top 25 Companies to Work for Latinos</li> <li>• 2024 and 2023 Barron's Most Sustainable Companies</li> <li>• 2023 and 2022 Newsweek's Most Responsible Companies</li> <li>• 2023 Newsweek's Most Trustworthy Companies</li> <li>• 2023 DiversityInc Noteworthy Company</li> <li>• 2023 CIO 100 Winner for innovative technology usage</li> <li>• 2023 Zero Distance Award by the Business Ecosystem Alliance (BEA) for ABM Next</li> <li>• 2022 SEAL Awards Sustainable Service Award for ABM eMobility</li> <li>• 2022 CSO50 Award for our world-class security strategy</li> <li>• 2022 Innovative Facility of the Year during the National Parking Association (NPA) Innovation Awards for landmark integrated smart parking and eMobility solution for Los Angeles World Airports (LAWA) economy parking facility at Los Angeles International Airport (LAX)</li> <li>• 2022 Gold for Learning Team of the Year by Learning Awards</li> <li>• 2021 CEO of the Year by the Globe Awards for the rapid rollout of ABM's EnhancedClean program to fight COVID-19</li> <li>• 2021 three Gold Quill Awards from the International Association of Business Communicators (IABC) for our COVID-19 response plan</li> <li>• 2021 Silver Stevie Award from the American Business Awards (ABA) for the "Most Valuable Corporate Response" to the COVID-19 pandemic</li> <li>• 2021 ABM Franchising Group, LLC, a subsidiary of ABM, won a Bronze Stevie Award for the "Support Team of the Year"</li> </ul> |
| 21 | What percentage of your sales are to the governmental sector in the past three years   | <p>Approximately between 10 and 15%.</p> <p>ABM Technical Solutions sold \$135,013,192.00 in total sales to the governmental sector in the past 3 years with more to come in the remaining FY 2024.</p>   |
| 22 | What percentage of your sales are to the education sector in the past three years  | <p>Approximately 15%</p> <p>ABM Technical Solutions sold \$150,515,673.00 in total sales to the educational sector in the past 3 years with more to come in the remaining FY 2024.</p>  |
| 23 | List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?                        | <p>2024 Annual Revenue    2023    2022    2021</p> <p>\$82,246,666.51    \$69,389,689.53    \$619,418.66    \$187,854.03</p> <p>PURCHASING COOPERATIVE</p> <p>1GPA</p> <p>BuyBoard - Local &amp; National</p> <p>NCPA (Now Omnia)</p> <p>NCPA awarded by region 14</p> <p>PCA America</p> <p>Purchasing Cooperative of America</p> <p>Region 19 ESC - Allied States Cooperative</p> <p>Region 7 Cooperative</p> <p>TIPS - USA</p>   |
| 24 | 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? | <p>We have a GSA MAS schedule, Contract number: 47QSMS24D002A. We ended the 20-year lifecycle of the previous one last year, so there is no "3 year spend" on this new contract, but we usually have about \$40M per year going through this type of contract (\$5M through Federal Agencies and \$35 through State and Local Agencies).</p>  |

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                  | Contact Name *  | Phone Number * |
|--------------------------------|---|----------------|
| Grady County Government        | Buddy Johnson, County Manager                                   | 229.377.1512   |
| Northwest ISD                  | Tim McClure, Assistant Superintendent                           | 817.215.0023   |
| Madison County School District | Amanda Wommack, Assistant Superintendent of Business Operations | 706.795.2191   |

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcewell 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 *   |
|-----------|---|--|
| 26        | Sales force.  | <p>ABM leads the way with 166 people reporting in our sales group. Of those: There are 31 Sales Leaders, 3 in Sales Support, and 115 Salespeople.</p> <p>Joel Lowery - Senior Vice President of Sales ABM Technical Solutions<br/>                     Clay Devlin - Vice Presidents of Sales East; Eric Kuns, - Vice Presidents of Sales West, Brad Tolbert - Vice Presidents of Sales, Mission Critical &amp; Power, Joe Boetsch - Vice Presidents of Infrastructure Solutions</p> <p>The Sales team works closely with the Operations team to exceed customer expectations, prioritize site safety, and manage customer relationships.</p>  |
| 27        | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.  | <p>ABM is not a product manufacturer. We are completely product and vendor independent, giving our customers choices. We will work with Sourcewell to implement equipment and processes that are the right solutions for your specific technical and financial needs.</p> <p>When evaluating potential products/manufacturers for any project, we look at all possible quality vendors. Most of our pre-approved vendors have undergone rigorous tests – evaluating efficiency, maintenance and operations, training, and more. We are open to working with any manufacturer; we only ask that we can verify their quality and efficiency.</p> <p>As a large national company, ABM has extensive national purchasing agreements with many manufacturers. This allows our clients to get the best pricing available for their projects. Some of these manufacturers include:</p> <ul style="list-style-type: none"> <li>• McQuay</li> <li>• York</li> <li>• De Dietrich</li> <li>• General Electric</li> <li>• Lochinvar</li> <li>• Phillips</li> <li>• Carrier</li> <li>• Honeywell</li> <li>• Trane</li> <li>• Mammoth</li> <li>• Automated Logic</li> <li>• Belimo</li> </ul>  |
| 28        | Service force.  | <p>With 250+ branch offices, we have the geographic footprint to service a distributed portfolio like Sourcewell's and scale as Sourcewell partnership entities expands its operations across the US and Canada. Additional information can be found in our Technical Proposal (At A Glance).</p>  |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | <p>All orders will be handled directly by ABM . All orders and procurement will be handled through the client's local ABM office/personnel. ABM's distributor network can receive orders by the following:</p> <ul style="list-style-type: none"> <li>• Telephone</li> <li>• Fax</li> <li>• E-mail</li> <li>• Online supplies ordering website</li> </ul>  |
| 30        | 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. | <p>A Customer Care Advocate who works in conjunction with the Account Manager, will be a single point of contact for summary contractual billing. This team enables Sourcewell participating entities access to a large network of resources assigned to support their service requirements. With the oversight of the Account Manager, our National Account Program ensures predictable, consistent quality service is delivered regardless of the geographical location of specific sites. This account management team will oversee all service and ensure ABM compliance with your contractual expectations.</p> <p><b>Incentivizing Progress</b></p> <p>We provide infrastructure upgrades, rebates and grants to clients for choosing ABM services and products that reduce GHG emissions such as energy management services, solar panel installation and electric vehicle charging stations. We also work through our procurement and operations teams to encourage innovation in the services and products we use to reduce both our clients' and our own environmental impact.</p> <p>Additional information regarding our National Account Program, Response time capabilities and commitments, can be found in our Technical Proposal.</p> |



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| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities.  | <p>ABM is a national HVAC company with brand-neutral expertise and the capacity to protect your assets, reduce capital expenditures, and realize energy savings. We provide the commercial heating and cooling solutions to keep your systems running efficiently, effectively, safely, and sustainably, so you can boost the performance of your facility and everyone who works inside.</p> <p>With an average of 40 years of experience, the ABM team of professionals has the knowledge and background to provide quality installations, preventive maintenance, and service for all types of mechanical systems. We are a full-service mechanical contractor with an outstanding reputation for quality, responsiveness, and a make-it-happen attitude.</p> <p>ABM provides design/build, installation, replacement, maintenance, service, and repair of various HVAC and mechanical systems. Services include comprehensive coverage ranging from turnkey installations through fully guaranteed contracts. Capabilities include installing and servicing complete mechanical systems as large as 14,000 tons.</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                              | Our ability and willingness in Canada would be where we have reach.  | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.                          | With 250+ branch offices, we have the geographic footprint to service a distributed portfolio like Sourcewell's and scale as Sourcewell partnership entities expands its operations across the US and Canada.  | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All entities that use Sourcewell will have full access to ABM's Solutions.   | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.              | ABM works with countless customers across the globe. We will be sure to meet the specific needs of each customer to establish mutually agreed upon Terms and Conditions.   | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities?  | ABM reserves the right to modify the terms and conditions depending on the nonprofit entity.   | * |

**Table 4: Marketing Plan (100 Points)**

| Line Item | Question | Response * |
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| <p>37</p> | <p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>The marketing plan will be managed at the division and corporate level in coordination with local [state] office representatives. Once awarded, ABM will commit to promoting and publicizing our affiliation with Sourcewell in the state. Using our industry marketing expertise and our internal and external marketing resources, ABM has the ability to carry out our promise as a Sourcewell preferred vendor. We may use the following methods in our marketing strategy to promote our affiliation with Sourcewell and educate members in the local government and education market:</p> <p><b>Public Relations and Social Media</b><br/>         ABM carries a strong presence in the media. Once awarded the Sourcewell contract, ABM will develop and distribute either a press release and/or social media posts announcing the new partnership. In addition, as projects are awarded through the partnership, press releases and/or social media posts announcing the projects will be developed and distributed to relevant media platforms. These press releases and social media posts may be co-branded as appropriate.</p> <p>In addition, we may also develop articles regarding awarded projects that mention the Sourcewell partnership to pitch and/or submit to national, local, regional, and trade publication outlets.</p> <p><b>Email Marketing Campaigns</b><br/>         We have a proven track record using email marketing for brand awareness and lead generation in the educational and local government markets. We will enhance Sourcewell and ABM brand awareness among the local government and educational markets through various targeted email marketing campaigns. A sample campaign is outlined below:</p> <ul style="list-style-type: none"> <li>• An informative email blast will be sent to Sourcewell members announcing ABM's new affiliation.</li> <li>• Quarterly email campaigns consisting of 3-5 emails per campaign to Sourcewell members.</li> </ul> <p>Where relevant, the campaigns may contain a number of different co-branded materials, including but not limited to brochures, infographics, white papers, and articles. They may also contain announcements and/or success stories highlighting awarded projects obtained through ABM's Sourcewell affiliation.</p> <p><b>Other Sales &amp; Marketing Collateral</b><br/>         To relay messaging and keep ABM and Sourcewell first in mind to the educational and local government market, our marketing team produces professional marketing and sales materials, including but not limited to brochures, infographics and sales presentations. We will incorporate the Sourcewell logo as well as a brief description of the partnership in all appropriate client-facing sales materials and marketing collateral.</p> <p>Our sales and marketing activities include digital engagement and direct interactions with prospective and existing clients, pricing, proposal management, and customer relationship management by dedicated business development teams, operations personnel, and management. These activities are executed by branch and regional support teams, inside sales teams, and marketing personnel. The sales and marketing teams acquire, nurture, and manage leads through the sales buying process, as well as train personnel on product offerings, sales tools, and proposal systems, all governed by standard operation procedures.</p> |
| <p>38</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>   | <p>ABM has a strong social media presence on various outlets, including LinkedIn, Facebook, Twitter, and Google+. We will share posts that include Sourcewell during various points throughout the year. Posts may include:</p> <ol style="list-style-type: none"> <li>i. Introduction of Sourcewell partnership once the contract is awarded</li> <li>ii. Any client outcome or success related to Sourcewell will be announced, i.e. if ABM starts a new project because of the Sourcewell affiliation</li> <li>iii. Upcoming events and shows ABM attends and co-promotes Sourcewell</li> </ol> <p><b>Examples</b><br/> <b>Facebook</b><br/>         ABM is now a Preferred Vendor of Sourcewell for HVAC Systems with Related Products and Services<br/>         We are excited to announce that we have been accepted as a preferred vendor for HVAC Systems with Related Products and Services with Sourcewell.</p> <p><b>Twitter</b><br/>         ABM is named preferred vendor with Sourcewell. <a href="#">LINK TO ARTICLE.</a></p> <p><b>LinkedIn</b><br/>         ABM is now a Preferred Vendor of Sourcewell for HVAC Systems, and Related Products and Services<br/>         We are excited to announce that we have been accepted as a preferred vendor for HVAC Systems with Related Products and Services with Sourcewell.</p> <p><b>Press Releases, Articles, and the Sustainability Blog</b><br/>         ABM carries a strong presence in the media. Once awarded the Sourcewell contract, ABM will develop and distribute a press release announcing the new partnership to select media. In addition, as projects are awarded through the partnership, press releases announcing the projects will be developed and distributed to relevant media platforms. These press releases may be co-branded as appropriate.</p> <p>In addition to press release development, we may also develop articles that mention Sourcewell to pitch and/or submit to national, local, regional, and trade publication outlets. ABM also has an established Blog where we will write posts about our partnership and subsequent new clients that are a result of the Sourcewell affiliation.</p>   |

|    |  |  |
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| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?        | <p>In ABM's view, Sourcewell's role in promoting agreements arising out of this RFP is to encourage the educational and governmental entities to streamline their procurement process by using Sourcewell to simplify and centralize the procurement process to achieve cost savings and efficiency. We also believe that Sourcewell can provide expertise by offering guidance and expertise on best practices in procurement and contract management to the participating organizations. Lastly, we believe that it will be important to aid in facilitating collaboration by bringing together the various organizations and/or entities to identify common purchasing needs and goals.</p> <p>ABM will integrate a Sourcewell-awarded agreement into our sales process by training the sales team on the specifics of the agreement and provide detailed information about the benefits to the clients. We will incorporate details about the agreement with Sourcewell into our marketing materials, presentations, and other sales collateral. The sales team will identify current clients who could benefit from the Sourcewell agreement and reach out to discuss how the agreement can save them money as well as review the other advantages. The sales team will also develop a list of potential clients within the Sourcewell network and tailor marketing and outreach efforts to these organizations. Lastly, we will adjust our sales workflows to include steps for offering Sourcewell as an option and track and manage sales under the agreement.</p> |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>ABM does not have a direct e-procurement ordering process; however, we have the flexibility to work with any e-procurement process that our clients may use such as SAP Ariba, Coupa, Avetta, among many others. If a client has a specific e-procurement requirement, ABM can meet that requirement.</p>   |

**Table 5A: Value-Added Attributes (100 Points)**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 41        | 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>Your participating entities must understand the operating procedures for the new equipment and their role in properly maintaining the systems to maximize savings. Our experience has shown that the way systems are operated can cause up to a 20% variation in energy usage. Training is important in achieving and sustaining energy savings over time and can easily be an additional energy savings measure.</p> <p>Because ABM is a nationally recognized service provider, many of our clients will ask us to design a customized training program supported with an ongoing maintenance offering. No matter the approach you choose, ABM involves your facility staff members over the course of the program, gathering their input through the study, design, and construction phases. We ensure that they are both knowledgeable and committed to the success of the program and maintaining the integrity of the new assets.</p> <p>Additional information on ABM's training program can be found in our technical proposal starting on page 32.</p>  |
| 42        | Describe any technological advances that your proposed Solutions offer.  | <p>Our integrated technology offerings provide benefits for our clients such as improved communication, increased worker productivity, and integrated processes to measure results. With these offerings Sourcewell participating entities can easily track what's happening within your facility identify areas for improvement and reduce response times.</p> <p>Our reliable technology platforms allow ABM team members to be responsive any time of the day, from any location. Our on-site and management teams are equipped with handheld mobile devices to manage employees, see real-time workorder statuses, and identify the nearest ABM resources in case of emergency requests. We increase the dependability of our people and processes by using efficient systems that are transparent to you and visible to our senior management.</p> <p>Behind the scenes, ABM's back-office systems and platforms are a key part of our service delivery. They comprise the tools we use to better administer our solutions. These technologies offer the following benefits to help Sourcewell participating entities behind the scenes:</p> <ul style="list-style-type: none"> <li>• Control costs</li> <li>• Assure quality services</li> <li>• Deliver scheduled services or special requests</li> <li>• Communicate efficiently</li> <li>• Provide accurate timely financial information and service reports</li> <li>• Consolidate information to drive process improvements</li> </ul> <p>Additional information regarding technology can be found in our technical proposal starting on page 9.</p> |

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|----|---|--|---|
| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.  | <p>Our company’s culture strives for innovation with a focus on self-sustaining programs. Among many other efforts, ABM is a proud member of the U.S. Green Building Council (USGBC) and a contributing partner with the Energy Star’s building efficiency rating system. ABM benchmarks existing clients’ waste streams by completing waste audits along the guidelines of the USGBC and their guidelines for occupant recycling. We assist clients with recycling all items – disposing of lighting, batteries, small PDAs, and other debris. Through improved recycling processes, our clients average 78.6% on their diversion rates. Throughout the U.S., all ABM suppliers must conduct their operations to minimize any adverse impact on our global environment. We are committed to increasing awareness of and opportunities for composting and recycling in every ABM office. We are heavily invested in having a knowledgeable and highly engaged staff in sustainability. We send managers to conferences such as U.S. Zero Waste Business Council. We also certify managers in Zero Waste and LEED AP. As members of these organizations, managers maintain their status by staying engaged through webinars and other activities that keep their memberships current. Our Zero Waste certified, and LEED AP specialists can consult with clients on their sustainability and operational practices.</p>   | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>ABM’s commitment to measuring our own performance has led to some eye-opening statistics relating to our clients’ sustainability efforts. In addition to installing over 30,000+ EV charging ports across the United States. ABM GreenCare has been implemented at over 1,000 buildings, totaling more than 370 million sq. ft. across the US. ABM has assisted 240 million sq. ft. worth of client buildings with products &amp; procedures to maintain certification through the LEED rating system. ABM’s Infrastructure Solutions program reduced clients’ energy use by over 30%, saving them over \$30 million an average annually.</p>   | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | <p>Core Business<br/>We are the only organization fully dedicated to facilities repair, replace and maintenance. This is our core business which allows us the ability to act as an extension of our clients’ teams.</p> <p>Product Neutrality<br/>ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.</p> <p>Procurement Leverage<br/>As one of the world’s largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.</p> <p>Ongoing Support<br/>ABM is a service contractor. This is why we are uniquely qualified in the existing buildings market to provide not only energy retrofits but also comprehensive service agreements to maximize equipment life expectancy and energy efficiency.</p> <p>Consistent Service Delivery<br/>Providing quality preventive maintenance is a reoccurring cost savings model that ABM clients have thrived on because it is sustainable over time. ABM is part of the Linc Service network, and our clients benefit from a perfected operating system that has been tested and proven for over 40 years.</p> <p>As we have with every past client, ABM will meet and exceed your expectations with our dedicated personnel, innovative processes and technology, and commitment to client satisfaction.</p> | * |

|           |  |  |
|-----------|--|--|
| <p>46</p> | <p>What industry specific certifications does your company and/or equipment hold? (e.g. ENERGY STAR, NEBB).</p>  | <p>Associations and Certifications</p> <p>Your dedicated ABM team actively participates in the following associations and certifications:</p> <ul style="list-style-type: none"> <li>• American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)</li> <li>• ASHRAE Technical Committee 6.7 Solar Energy Utilization</li> <li>• Member and program chair in ASHRAE Technical Committee 2.8 Building Environmental Impacts and Sustainability</li> <li>• United States Green Building Council (USGBC)</li> <li>• Association of Energy Engineers (AEE)</li> <li>• National Society of Professional Engineers (NSPE)</li> <li>• National Association of Energy Service Companies (NAESCO)</li> <li>• Department of Energy Super ESPC List (DOE)</li> <li>• American Solar Energy Society (ASES)</li> <li>• International Solar Energy Society (ISES)</li> <li>• American Society of Mechanical Engineers (ASME)</li> <li>• American Society of Civil Engineers (ASCE)</li> <li>• Project Management Institute (PMI)</li> <li>• Zero Net Energy Alliance (ZNE)</li> <li>• ISNetwork certification (ISN)</li> <li>• National Fire Protection Association (NFPA) 70E and 70B training and certification</li> <li>• Infrared Thermography Levels I &amp; II training and certification (IRI and IRII)</li> <li>• National Institute for Certification in Engineering Technologies (NICET)</li> </ul> <p>ABM is an InterNational Electrical Testing Association (NETA) accredited company averaging \$80 million in annual revenues in electrical power systems. ABM Electrical Power Solutions is a founding member of NETA. NETA was established in 1972 to ensure the integrity of third-party electrical testing and certification. NETA is the standards developing organization for the American National Standards Institute (ANSI) and publishes NETA Acceptance and Maintenance Testing Specifications. NETA certifies member companies and their technicians and is the highest accreditation possible in the industry.</p> <p>NAESCO Accreditation</p> <p>Accredited since 2012, according to the National Association of Energy Service Companies (NAESCO), ABM possesses the technical and managerial competence to provide the following:</p> <ul style="list-style-type: none"> <li>• Comprehensive energy efficiency projects, defined to include lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems.</li> <li>• Full range of energy services, defined to include conducting energy audits, providing, or arranging for project financing, design engineering, providing operations and maintenance services, and verifying energy savings according to accepted industry practice.</li> <li>• Regular business practice of developing performance-based projects, meaning projects for which the developer's compensation is contingent upon the projects realizing verified cost savings.</li> </ul> |
| <p>47</p> | <p>Describe any design, installation and efficiency standards or regulations that apply to your equipment (SMACNA Standards, ACCA Standards, EPA Regulations).</p> | <p>ABM has developed Standards of Performance that ensure you receive consistent quality work, delivered safely and on schedule. We will comply with the most recent issue of the design and construction standards as listed in our technical proposal starting on page 21.</p>   |

**Table 5B: Value-Added Attributes**

| Line Item | Question   | Certification                                   | Offered  | Comment |
|-----------|--|---|--|---------|
| 48        | Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. |   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 49        |  | Minority Business Enterprise (MBE)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 50        |  | Women Business Enterprise (WBE)                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 51        |  | Disabled-Owned Business Enterprise (DOBE)       | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 52        |  | Veteran-Owned Business Enterprise (VBE)         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 53        |  | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 54        |  | Small Business Enterprise (SBE)                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 55        |  | Small Disadvantaged Business (SDB)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |
| 56        |  | Women-Owned Small Business (WOSB)               | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |         |

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 57        | Describe your payment terms and accepted payment methods. | Payment terms are negotiable upon contract award. ABM offers several payment methods including check, electronic funds transfer (EFT), purchasing card (P-Card), and credit card options. We do, however, accommodate additional payment methods based on the client's requirements. ABM also reserves the right to adjust our pricing should you choose to make payments via P-Card(s), to cover the processing fee. |



| 58                   | Describe any leasing or financing options available for use by educational or governmental entities.   | <p>Financing is not a profit center for us. We do not mark up the financing to customers as part of our commitment to service excellence.</p> <p>There are many ways of financing energy services programs. Cost, speed, simplicity, and prepayment requirements are the individual components that need to be considered in determining the best financial solution for a specific project. A good understanding of Sourcewell's participating entities needs and goals is necessary to properly weigh these criteria so that optimum financing is obtained. Our approach is to search for grants, state and utility rebates, and special programs to reduce the cost of the project and arrange financing on any remaining balance.</p> <p>We have built relationships with banks, leasing companies, investment bankers, and securitization conduits. ABM is not tied to a single manufacturer or funding source. We are involved in a wide spectrum of project types, including K-12, Colleges, Universities, Municipalities, Public Housing Authorities, Non-Profit Organizations, Commercial Businesses, and the Federal Government. Each of these segments has unique financing requirements. Our financing partners possess special strengths and serve specific markets. Most are members of the Association for Governmental Leasing and Finance (AGLF) and the Equipment Leasing Association of America (ELA). Primary financing vehicles that our customers use:</p> <ul style="list-style-type: none"> <li>• Tax-Exempt Lease – Comparable rates, low/no fees.</li> <li>• Capital Lease (subject to annual appropriations, on balance sheet)</li> <li>• Operating Lease (off balance sheet, absolute obligation)</li> <li>• Done through conduit for non-profits.</li> </ul> <p>Energy Services Contract – ABM underwrites financing. Filed at taxable rates and discounts the payments to a bank or other financial institution at no markup.</p> <p>Customer Arranges Own Financing – Master lease or banking relationship is already in place.</p> <p>State Financing Program (if available) – Many states offer state financing programs at below-market interest rates that can fund all or parts of projects at significant savings to the market.</p> <p>Issue Bonds – Lowest rates, highest fees. Good for large, long-term projects.</p> | *        |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
|----------------------|--|--|----------|--------|-------------|-----|------------------|------|-------------------|-----|-------------------|------|-------------------|------|--------------------|-----|------------|------|----------------------|----|---|
| 59                   | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.  | <p>ABM MSA and terms and conditions on orders meet the requirements of Sourcewell and Texas Title 7 for cooperative purchasing agreements. All terms and conditions are negotiable. Sample transaction documents have been uploaded for your reference.</p>  | *        |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| 60                   | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | <p>Yes, ABM does accept P-card procurement and payment processing.</p>   | *        |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| 61                   | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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. | <p>ABM uses a cost-plus model. Upon award, we would demonstrate compliance by submitting invoices verifying costs if requested from internal/external sources.</p> <p>HVAC Products</p> <table border="1" data-bbox="781 1360 1031 1581"> <thead> <tr> <th>\$ Range</th> <th>Markup</th> </tr> </thead> <tbody> <tr> <td>\$0-\$5,000</td> <td>1.5</td> </tr> <tr> <td>\$5,000-\$10,000</td> <td>1.45</td> </tr> <tr> <td>\$10,000-\$15,000</td> <td>1.4</td> </tr> <tr> <td>\$15,000-\$25,000</td> <td>1.35</td> </tr> <tr> <td>\$25,000-\$50,000</td> <td>1.25</td> </tr> <tr> <td>\$50,000-\$100,000</td> <td>1.2</td> </tr> <tr> <td>\$100,000+</td> <td>1.17</td> </tr> <tr> <td>Sourcewell Admin Fee</td> <td>2%</td> </tr> </tbody> </table>   | \$ Range | Markup | \$0-\$5,000 | 1.5 | \$5,000-\$10,000 | 1.45 | \$10,000-\$15,000 | 1.4 | \$15,000-\$25,000 | 1.35 | \$25,000-\$50,000 | 1.25 | \$50,000-\$100,000 | 1.2 | \$100,000+ | 1.17 | Sourcewell Admin Fee | 2% | * |
| \$ Range             | Markup   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$0-\$5,000          | 1.5  |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$5,000-\$10,000     | 1.45   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$10,000-\$15,000    | 1.4  |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$15,000-\$25,000    | 1.35   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$25,000-\$50,000    | 1.25   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$50,000-\$100,000   | 1.2  |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| \$100,000+           | 1.17   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| Sourcewell Admin Fee | 2%   |  |          |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |
| 62                   | 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.   | <p>ABM is a national organization that spends \$25M on HVAC Equipment. We have partnerships with major manufacturers where we get preferred national pricing. ABM also spends \$15M on HVAC and other technical supplies and we have partnerships with the major HVAC Distributors which provides us preferred national pricing. Because of this, we can provide this preferred pricing to our clients. Procurement Leverage – As one of the world's largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.</p>  | *        |        |             |     |                  |      |                   |     |                   |      |                   |      |                    |     |            |      |                      |    |   |

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| 63 | Describe any quantity or volume discounts or rebate programs that you offer.  | ABM is a national organization that spends \$25M on HVAC Equipment. We have partnerships with major manufacturers where we get preferred national pricing. ABM also spends \$15M on HVAC and other technical supplies and we have partnerships with the major HVAC Distributors which provides us preferred national pricing. Because of this, we can provide this preferred pricing to our clients. Procurement Leverage – As one of the world’s largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs. | * |
| 64 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. 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.   | We will supply a quote for each such request.  | * |
| 65 | 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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.   | ABM provides turn-key solutions that include freight/shipping charges, pre-delivery inspection, installation, setup, mandatory training, or initial inspection. The only additional charges would be a client-initiated change order.  | * |
| 66 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | There is no additional cost associated with freight, delivery, or shipping. ABM provides a turn-key solution.  | * |
| 67 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Should ABM be awarded a project in Alaska, Hawaii, or Canada, we will do our best to offer them the national buying power that we provide clients in the contiguous US.  | * |
| 68 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | ABM typically delivers the parts and products directly to the client site for ease of installation and to ensure we meet client timelines.   | * |
| 69 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.   | ABM is accountable for all work performed by internal staff and subcontractors. The account manager serves as the primary point of contact for the client and coordinates all work between ABM team members, subcontractors, and Sourcewell participating entity. Roles for each team are fully defined and detailed in the operations playbooks that are created for each site and used to provide training and enforce compliance with the SOW. Subcontractors are included in our normal training sessions and are not treated differently from the ABM team members.   | * |
| 70 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.  | Our Alliance CMMS tool provides relevant performance history and accurately record data as to the level of service performed. This system reduces administrative dependency to input manually collected inspection data.<br>Alliance generates real-time reports and provides trended statistical analysis from which fact-based operational decisions can be determined and affirmed.<br><ul style="list-style-type: none"> <li>• Customized dashboard</li> <li>• Regular, automated reporting</li> <li>• Effectively analyze and extract necessary information to maintain service performance</li> </ul>  | * |
| 71 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | 2%   | * |

**Table 7: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments  |
|-----------|---|---|
| 72        | The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts. | ABM will be using our procurement leverage to pass along savings to participating entities. |

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 73        | Provide a detailed description of all the Solutions offered, including used, offered in the proposal.                                    | <p>Technical Solutions specializes in facility infrastructure, mechanical and electrical services, including EV power design, installation and maintenance, as well as microgrid systems design and installation. These services can also be leveraged for cross-selling across all of our industry groups, both domestically and internationally. ABM also offers a variety of HVAC maintenance services focused on keeping your system working at its best. We leverage our onsite and mobile service networks to deliver building design, equipment retrofits and replacements, commissioning and re-commissioning, proactive and preventive maintenance, energy audits, measurement and verification, and energy management. Our solutions, both sustainable and green, are designed to help attain LEED and ENERGY STAR® certifications, lower energy usage and utility bills, and reduce carbon emissions.</p> <p>Because HVAC systems account for more than 40% of the total energy consumption for most commercial buildings, it is in the best interest of building owners and property managers to ensure that this system is running as efficiently and optimally as possible.</p> <p>Our strategy is based on the understanding that facilities are faced with many challenges in today's marketplace, such as:</p> <ul style="list-style-type: none"> <li>• Rising energy costs</li> <li>• Shrinking resources</li> <li>• Decreased funding</li> <li>• Aging buildings / infrastructure</li> <li>• Unpredictable operating budgets</li> <li>• Reduced building efficiency</li> <li>• Changes in the definition of office comfort driven by the strong presence of new-generation employees</li> </ul> <p>Additional solutions can be found in our Technical Proposal.</p> |
| 74        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Building Automation Systems, solar, EV charging stations, microgrids, HVAC preventive maintenance  |

**Table 8B: Depth and Breadth of Offered Solutions**

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

| Line Item | Category or Type  | Offered *  | Comments |
|-----------|---|--|----------|
| 75        | HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | None.    |
| 76        | Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | None.    |
| 77        | Services complementary to the offering of the solutions described in 75 and 76 above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | None.    |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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](#) - ABM Pricing Model.pdf - Thursday August 08, 2024 11:44:36
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents\_ABM.pdf - Thursday August 08, 2024 09:27:28
  - [Upload Additional Document](#) - Other Required Certifications\_ABM.pdf - Thursday August 08, 2024 09:25:19
  - [Requested Exceptions](#) - MSA Requested Exceptions\_ABM.docx - Thursday August 08, 2024 13:50:33
  - [Additional Document](#) - Technical Proposal\_ABM.pdf - Thursday August 08, 2024 12:49:29

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Noah Becker, Regional Vice President, ABM Building Solutions, LLC

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 obligations contemplated in the solicitation proposal.

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_8_HVAC Systems with Related Products and Services_RFP_080824</b><br>Thu August 1 2024 10:18 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_7_HVAC Systems with Related Products and Services_RFP_080824</b><br>Tue July 30 2024 04:12 PM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_6_HVAC Systems with Related Products and Services_RFP_080824</b><br>Mon July 29 2024 04:00 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_HVAC Systems with Related Products and Services_RFP_080824</b><br>Fri July 19 2024 08:29 AM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_HVAC Systems with Related Products and Services_RFP_080824</b><br>Tue July 2 2024 03:42 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_HVAC Systems with Related Products and Services_RFP_080824</b><br>Mon July 1 2024 04:15 PM   | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_HVAC Systems with Related Products and Services_RFP_080824</b><br>Tue June 25 2024 11:27 AM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>RFP 080824 HVAC Systems with Related Products and Services</b><br>Thu June 20 2024 04:11 PM             | <input checked="" type="checkbox"/>                                | 1     |