

TIPS VENDOR AGREEMENT

Between ABM Building Services, LLC and _____
(Insert Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFQ 220104 Energy Savings Performance Contract**

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **five years**.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

All pricing submitted to TIPS' Members shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS

Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP0@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name ABM Building Services, LLC

Address 2020 Westridge Dr

City Irving State TX Zip 75038

Phone 866.624.1250 Fax _____

Email of Authorized Representative Mark.Hawkinson@abm.com

Name of Authorized Representative Mark Hawkinson

Title President, Technical Solutions

Signature of Authorized Representative 

Date 2/3/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4-13-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220104 Addendum 1 ABM Building Services Supplier Response

Event Information

Number: 220104 Addendum 1
Title: Energy Savings Performance Contracts (ESPC)
Type: Request for Qualification
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes:

IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts (“170103”) OR (200209) Energy Savings Performance Contracts (“200209”), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

ABM Building Services Information

Contact: Doug Smyers
Address: 2020 WESTRIDGE RD
IRVING
IRVING, TX 75038
Phone: (817) 858-1000
Fax: (972) 819-7817
Email: doug.smyers@abm.com
Web Address: 2020 WESTRIDGE RD

By submitting your response, you certify that you are authorized to represent and bind your company.

Thomas Mike Bailey

Signature

Submitted at 2/17/2022 8:48:28 AM

Thomas.Bailey@abm.com

Email

Requested Attachments

Agreement Signature Form

TIPS Vendor Agreement Form_Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Confidentiality Claim Form

TIPS Confidentiality Disclosure Form_Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Proposed Goods and Services

ABM ESPC Services for The Interlocal Purchasing System.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Reference Form

ABM_220104 ESPC Reference_Form - leave as Excel.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

2022 ABM Building Services _ 20-0357050.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement

220104 ESPC Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL Information Requested

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.
See attachment.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2	<p>Yes - No</p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="ABM Building Services is a best in class provider of energy design, implementation, and maintenance services. All of ABM's energy solutions are designed to reduce costs, boost productivity, and deliver performance that fits building owners' long term energy and operational needs. Our Bundled Energy Services group is dedicated to providing guaranteed energy savings programs as well as measurement and verification of those savings. 2020 Westridge Dr. Irving, Texas 75038"/></p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p><input type="text" value="T. Mike Bailey"/></p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p><input type="text" value="Sales Manager"/></p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p><input type="text" value="Thomas.Bailey@abm.com"/></p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="2148853978"/></p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="No response"/></p>

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145342671"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Charlie Dankert"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Account Executive"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="Charlie.Dankert@abm.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145342651"/>
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1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145342651"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Neena Lane"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="District Finance Manager"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5126960450"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="T. Mike Bailey"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Thomas.Bailey@abm.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2148853978"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.abm.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="ABM Industries, Inc. ; ABM Building Services, LLC ; ABM Building Solutions, LLC"/>
2 6	Primary Address Primary Address <input type="text" value="2020 Westridge Dr"/>
2 7	Primary Address City Primary Address City <input type="text" value="Irving"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="75038"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="ABM, ABM Building Services, Energy, Energy Services, ESCO, Energy Savings Performance Contract, Performance Contracting, ESPC, Sustainability, Guaranteed Energy Savings, Utility Savings, Project Financing, Ancillary Improvements, Energy Star, LEED, Energy Management, Energy Management System, EMS, Energy Audit, Preliminary Energy Analysis, Investment Grade Audit, Energy Conservation, Water Conservation, Energy Efficiency, Operational Efficiency, Measurement and Verification, Retrofit, HVAC, Heating, Ventilation, Air Conditioning, Cooling, Lighting, LED, Boiler, Chiller, Building Envelope, Preventative Maintenance, Indoor Air Quality, Controls, Control Systems, Automatic Meter Reading, AMR, Automatic Meter Infrastructure, AMI, Water Meters, Building Management System, Building Automation, Automation, Carbon Footprint, Electric Vehicle, EV, EV Charging, EV Charging Stations, Renewable Energy, Solar, Solar PV, Photovoltaic, Wind, Geothermal, Wastewater, Water, Water Treatment Plant, Wastewater Treatment Plant, Drinking Water, Battery Storage, Commissioning, Cogeneration, Engineering, Design, Facility Services, Procurement."/>

**3
1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

**3
2** Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

**3
3** Company Residence (City)

Vendor's principal place of business is in the city of?

Irving

**3
4** Company Residence (State)

Vendor's principal place of business is in the state of?

TX

**3
5** TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

36 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

37 TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

38 Years in Business as Proposing Company

Years in business as proposing company?

39 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

40 Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

1 By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

2 Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 **Filing of Form CIQ**

3 If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 **Regulatory Standing**

4 I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 **Regulatory Standing**

5 Regulatory Standing explanation of no answer on previous question.

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

6 By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

4 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5
1 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5
2 **2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
3 **2 CFR PART 200 Clean Air Act**

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5 5 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 6 2 CFR PART 200 Procurement of Recovered Materials

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 CFR part 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

5
8

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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9

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6 1 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6 2 Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

6
3

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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4

If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
5

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6
6** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

**6
7** Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

6 Remedies

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 Remedies Explanation of No Answer

9

7 Choice of Law

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7 Venue, Jurisdiction and Service of Process

1

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

89 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9
8 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

AMENDED

OPTIONAL INFORMATION REQUESTED

It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)

I have modified the below document to use this commonly accepted term.

Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

TIPS RFQ 220104 Energy Savings Performance
Contracts

References

--

ABM Building Services, LLC

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND
FORM MUST BE UPLOADED IN EXCEL
FORMAT.

Please provide **FIVE (5) VERIFIED AND WILLING** references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Goose Creek CISD	Dr. Anthony Price	anthony.price@gccisd.net	281-707-3870
Fauquier County Public Schools	Tom Edwards	tedwards@fcps1.org	540-422-7201
Northwest ISD	Tim McClure	tim.mcclure@nisdtx.org	817-215-0023
City of Satellite Beach	Elizabeth Alward	lalward@satellitebeach.org	321-773-4407
Lowndes County Government	Paige Dukes	pdukes@lowndescounty.com	229-292-6142

Required Confidential Information Status Form

ABM Building Services, LLC

Name of company

Mark Hawkinson, President

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

2020 Westridge Dr Irving TX 75038 866.624.1250

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  _____ Date 2/3/2022



CHUBB®



February 3, 2022

Re: ABM Building Services LLC
Surety Prequalification Letter

To Whom It May Concern:

*It has been the privilege of the current surety partners Travelers Casualty and Surety Company of America ("Travelers"), Fidelity and Deposit Company of Maryland ("Zurich"), Liberty Mutual Insurance Company ("Liberty"), Westchester Fire Insurance Company ("CHUBB") and Federal Insurance Company ("CHUBB") to provide surety bonds on behalf of **ABM Building Services LLC ("ABM")** for over **Fourteen (14)** years. Each of ABM's Sureties is recognized by A.M. Best with financial strength ratings of Travelers at A++ XV, Zurich at A+ XV and CHUBB at A++ XV, respectively. Additionally, each surety is listed in the Department of Treasury's Federal Register of Certified Companies and is a licensed, admitted surety in all fifty US States. In our opinion, **ABM** remains properly financed, well equipped, and capably managed.*

*ABM has single project bond capacity in excess of **\$70 Million** and a collective aggregate bond capacity in excess of **\$500 Million**. Total available capacity is in excess of **\$300 Million**.*

Please note that this letter is not an assumption of liability, nor is it a bid bond or performance bond. Any request for surety support would be subject to normal Surety underwriting procedures and is exclusively a matter between BrightView and its Sureties. Therefore, there is no liability to you or to any third party if for any reason Sureties do not execute any bonds.

Sincerely,

*Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company
Westchester Fire Insurance Company
Federal Insurance Company*

Barbara Pannier, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MISSOURI

County of ST. LOUIS

On 2/3/2022 before me, Jennifer Williams, Notary Public, personally appeared Barbara Pannier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

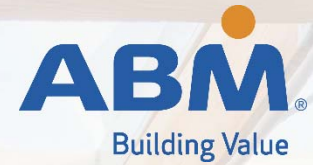
WITNESS my hand and official seal.

Signature *Jennifer Williams*
Signature of Notary Public

JENNIFER WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: August 27, 2025
Commission #13520363



THE INTERLOCAL PURCHASING SYSTEM



Statement of Qualifications

The Interlocal Purchasing System – ESPC

RFQ 220104 Energy Savings Performance Contracts

Presented to:

The Interlocal Purchasing System

Presented by:

ABM Building Services, LLC

FEB
18
2022





2.18.2022

The Interlocal Purchasing System – ESPC
RFQ 220104 Energy Savings Performance Contracts
4845 US Hwy 271 North
Pittsburg, TX 75686

RE: Energy Savings Performance Contracts for The Interlocal Purchasing System

To Whom It May Concern:

We are pleased to respond to the RFQ issued by The Interlocal Purchasing System to renew our existing partnership as a preferred Energy Savings Performance Contractor. ABM exceeds when it comes to comprehensive energy conservation programs that will cut costs, reduce carbon footprints, and remain good stewards of local taxpayers. I am confident ABM's financial solutions will provide the necessary funding to correct the facility deficiencies and help local clients implement a more sustainable long-term strategy.

Our approach is very different from other companies and our focus is always on developing value for our clients. We do this with key elements that set ABM apart from other Energy Service Companies (ESCOs).

- Self-Performance – By utilizing ABM personnel from our multiple business divisions, we minimize the inevitable overhead and mark-up 'stacking' which occurs with multiple subcontractors. As a result, ABM is able to dedicate more dollars to infrastructure improvements.
- Product Neutrality – ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.
- Procurement Leverage – As one of the world's largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufacturers of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.
- On-going Support – ABM is a service contractor. This is why we are uniquely qualified in the existing buildings market to provide energy retrofits and comprehensive service agreements to maximize equipment life expectancy and energy efficiency.

Thank you for your time and consideration. We look forward to continuing our partnership with The Interlocal Purchasing System. Should you have any questions please do not hesitate to contact me.

Sincerely,

T. Mike Bailey

Sales Manager

ABM Building Services, LLC

Table of Contents



Cover Letter	i
Table of Contents	ii
Executive Summary	1
Company Background.....	3
ABM Industries Incorporated	3
1. References	6
2. Project Management	7
A) i. Project Management	7
A) ii. Project Implementation.....	10
B) Baseline Calculation Methodology.....	18
C) Measurement and Verification	29
3. Successful Experience	39
A) Energy Conservation is Not New to ABM	39
B) ABM Building Services, LLC	40
C) Associations and Certifications.....	41
D) Reference Responses	43
4. Staffing/Personnel.....	48
A) Project Team Personnel	49
5. Financial Strength/Bonding Capacity	66
Financial Capacity	66
A) Third Party Surety	67
Appendix	76
Integrated Facility Services	77
Environmental Services	84

Executive Summary

Understanding Our Customers' Operations

ABM has many partners in the U.S. and strives to greatly enhance infrastructure efficiency and redistribute funding to our clients. We understand the initial step in any project is to determine if it presents a good opportunity for investment. The next critical step would be for a client to select an Energy Services Company (ESCO) partner to complete a Project Development Analysis (PDA).

ABM has established relationships with local architects, engineers, and industry groups nationwide.

ABM is unmatched in developing and implementing customized energy savings programs. ABM is not tied to a manufacturer, which allows for the integration of best practices and products to meet the client's infrastructure and environmental needs, as well as addressing energy costs.

We have completed successful energy savings projects:

- Goose Creek Consolidated Independent School District, TX
- Fauquier County Public Schools, VA
- Northwest Independent School District, TX
- City of Satellite Beach, FL
- Lowndes County Government, GA

How will this experience help customers?

ABM helps our clients improve their financial position through a detailed analysis of current operational and financial philosophies. Optimizing existing budgets is a passion and core competency of ABM. In the process, ABM uses all resources available to help improve the overall environment as well as the financial health of our clients. This is done through use of all monies available, upgrades in client facilities, and financial structures that leverage the current budget of our clients. The improvements involved in this project will be specifically designed to reduce clients' overall operating costs, leverage and improve the quality of the systems – all by using existing budgets.

ABM Snapshot

- **40+** years of experience as an ESCO
- **110+** years in business
- Over **\$1 billion** in ESPC work sold
- Average energy savings are **30%**
- Savings are **100%** guaranteed
- ABM is vendor neutral
- NAESCO accredited since 2012
- U.S. Department of Energy Qualified Energy Service Company
- **70,000+** HVAC systems serviced annually
- Fortune 500 company
- National and local presence

Why ABM?

Comprehensive Facility Services

For 33 years we operated under the name of Linc Mechanical, LLC, which was previously owned by The Linc Group. ABM Industries acquired The Linc Group in December 2010, and now owns Linc Mechanical, LLC. As a result, our name changed from Linc Mechanical to ABM Building Services, LLC.

ABM Technical Solutions, a division of ABM Industries Incorporated, provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC and Mechanical, Electrical and Lighting, Electrical Power and Mission Critical, and Bundled Energy Solutions.

The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner’s long-term (lifecycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate facilities.

Below is a depiction of the company hierarchy:



Building Value for Our Clients



National Presence

- ABM Industries currently employs over 100,000+ team members
- The average energy reduction to our clients’ properties is approximately **30%**
- We have completed **250+** energy savings projects across the country



Municipal Finance

ABM has comprehensive knowledge of federal and state laws that govern the issuance of tax-exempt debt. In addition, we have thorough knowledge of the federal and state law requirements for structuring bond debt and municipal leases, as well as federal and local grants and loans. Many on our team have created long-term relationships with banks, bond counsels, and other financial institutions.



Experience

ABM has significant experience in providing successful energy services to local governments, as indicated in our references, which are included in this proposal. ABM has a tremendous track record in providing energy services for the last 40 years.

Company Background

ABM INDUSTRIES INCORPORATED

ABM Industries (NYSE: ABM) provides comprehensive, custom facility solutions in urban, suburban, and rural areas to properties of all sizes through stand-alone or integrated solutions. With revenues of \$6 billion, we have become a leading provider of facility solutions since being founded in San Francisco, CA in 1909. Now headquartered in New York City, ABM operates through our subsidiaries, confident in the expertise of over 100,000 team members in 350+ offices across the United States and various international locations.

ABM at a Glance

- Founded in 1909
- Fortune 500
- 20,000 Clients
- 350+ U.S. and International Locations
- \$6 Billion in Revenue
- 100,000+ Team Members

Corporate Office

One Liberty Plaza, 7th Floor
 New York, NY 10001
www.abm.com

Purpose

To take care of the people, spaces, and places that are important to you.

Vision

To be the clear choice in the industries we serve through engaged people

Mission

To make a difference, every person, every day.



Electrical

We've installed **20,000+** EV charging ports across North America.



Energy

We've reduced our client's average energy use by approximately **30%**.



Janitorial

Each day, we clean **4+ billion** sq. ft. of buildings.



Landscape and Turf

We maintain **55,000+** acres of landscaping and golf courses.



Mission Critical

We service and maintain **35+ million** sq. ft. of data center space.



HVAC and Mechanical

We service and maintain **70,000+** heating and cooling systems annually.



Facilities Engineering

Our **3,800+** certified engineers keep buildings running.



Parking and Transportation

We collect **\$2+ billion** in parking revenue for our clients.

ABM Technical Solutions Overview

ABM Technical Solutions, a division of ABM Industries Incorporated, provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC and Mechanical; Electrical and Lighting; Electrical Power and Mission Critical; and Bundled Energy Solutions.



The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner’s long-term (life cycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate facilities.

Mechanical and Energy

- Preventive and Proactive Maintenance
- Repairs, Retrofits and Replacements
- Guaranteed Energy Saving Programs
- Energy Efficient Solutions
- Sustainable Solutions

Power

- Reliability Testing
- EV Charger Installation and Services
- Acceptance Testing
- Preventive Maintenance
- Facility System Risk Assessment

Electrical and Lighting

- Repairs, Replacements, and Upgrades
- High Efficiency Lighting Improvements
- Predictive and Preventive Maintenance
- Electrical Engineering and Commissioning

Franchising

- Proven Selling, Training and Operational Systems
- Premier Franchisor for Mechanical and Electrical companies
- 269 locations across 18 countries
- Support 1,000+ Service Technicians and 550+ Sales Representatives

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.

ABM Technical Solutions Capabilities



HVAC and Mechanical

- Professional Engineering Support Services
- Programs Management
- Upgrades for Energy Consumption
- Direct Digital Controls
- Sheet Metal Service In-House
- Plumbing and Piping Services
- Process Piping
- Testing and Balancing – Air and Water
- Commissioning – System Startups
- Tenant Space Build Out
- Mechanical Systems Fabrication and Installation
- Energy Management
- Mechanical Design-Build Construction
- Building Automation
- Performance Contracting
- Remote Alarm Monitoring
- C.F.C. Refrigerant Changeovers
- Indoor Air Quality Programs
- Building Operation and Maintenance
- Mechanical Systems Maintenance
- Building Operation and Maintenance
- Facilities Management
- Chiller Services



Electrical and Lighting

- Electrical Troubleshooting and Repair
- Thermal Imaging
- Traditional and Digital (LED) Sign Repair
- Fixture (LED) and Pole Upgrade/Replacement
- Energy/Rebate Program Administration
- Electrical and Lighting Design/Engineering
- Turnkey Electric Vehicle Charging Stations
- Ultrasonic Pole Inspection
- Emergency/Exit Lighting
- Interior Lighting Maintenance
- Exterior Lighting Maintenance
- Electrical Service Upgrades
- Landscape Lighting
- Group Relamping



Electrical and Power

- NFPA 70E Compliance Programs
- Acceptance Testing and Commissioning
- Maintenance and solutions of electrical distribution systems from 480 volts to high voltage
- Startup and Commissioning
- Arc Flash Protection Programs
- Power Quality Solutions
- Life Extension, Modernization and Overhaul Services and Solutions
- Customized Training Programs
- Engineering Services
- Reliability and Acceptance Testing and Maintenance
- Electrical Maintenance Programs
- EV Charger Installation and Services
- Mission Critical and 24/7 Facility Service
- Energy Storage Systems
- Solar PV Installation

1. References

Please provide references that have entered into an Energy Savings Performance Contract with the proposer.

i. Ability to successfully complete projects on time and to customer satisfaction.

Goose Creek CISD

Dr. Anthony Price, Deputy Superintendent
 4544 Interstate 10 East
 Baytown, TX 77521
 281.707.3870
anthony.price@gccisd.net

City of Satellite Beach

Elizabeth Alward, Assistant City Manager
 565 Cassia Boulevard
 Satellite Beach, FL 32937
 321.773.4407
lalward@satellitebeach.org

Fauquier County Public Schools

Tom Edwards, Director of Facilities
 124 Manor Court, Suite 5
 Warrenton, VA 20186
 540.422.7201
tedwards@fcps1.org

Lowndes County Government

Paige Dukes, County Manager
 327 N Ashley St., 3rd Floor
 Valdosta, GA 31601
 229.292.6142
pdukes@lowndescounty.com

Northwest ISD

Tim McClure, Assistant Superintendent
 2001 Texan Dr.
 Justin, TX 76247
 817.215.0023
tim.mcclure@nisdtx.org



ABM has been helping our clients improve their facility infrastructure while saving energy for over 40 years with guaranteed energy savings projects. The provided references represent the high quality of ABM's performance, ability to meet the different size and scope of client's needs, and 100% guaranteed delivery of energy savings.

We offer 100% Customer Satisfaction

ABM will base the guaranteed savings amounts upon the information received from clients, including utility bills, budget figures and other factors that may assist us in calculating accurate projected savings. Our goal is to help our customers realize their savings potential, whether that be through energy savings, operational savings, or other types of savings. ABM will guarantee a precise annual energy savings amount. Any operational or other savings incurred by our clients that are in addition to or in excess of the guaranteed annual energy savings are considered additional dollars for the client to utilize as they see fit.

Repayment of Missed Savings

ABM's Monitoring Department works hard to ensure that our clients understand the results of the measurement and verification activities. We accomplish this through periodic reporting, annual site visits, and regular communication.

Should the energy savings fall short of the guaranteed level, ABM will make up the shortfall.

2. Project Management

- a. *Comprehensiveness and rationale of project management plan, based on:*
 - i. *Approach to project management, including staffing and contractor-oversight*
 - ii. *Ability to successfully complete projects on time and to customer satisfaction.*
- b. *Method employed to establish baseline energy use in individual buildings and facility-wide*
- c. *Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed*

A) I. PROJECT MANAGEMENT



Project management traditionally refers to managing a project’s installation or proposed upgrades upon completion of engineering and signed contracts. ABM’s Project Managers provide support throughout the entire project, offering insight into the design and estimation of the job, approving the proposed schedule, and remaining a key team player through project close-out.

Our Project Managers are experienced working within the K-12 and local government large project environment. The most complicated projects run smoothly because of their clear communication on schedules and ability to meet or exceed client expectations. ABM-employed Project and Construction Managers oversee each of our projects and follow an Implementation Management plan consisting of seven categories:

- Project management
- Cost management
- Time management
- Contract administrator
- Quality management
- Safety management
- Professional practice

Implementation Management

Implementation management at ABM encompasses all the management activities that are over and above the normal architectural and engineering services conducted during the pre-design, design, and construction phases of a project that contribute to the control of cost and time. ABM Project Management is just that – the management of all aspects of planning and construction for any given project.

Customer dedicated Project Manager will ensure:



Start-Up

- All equipment operating
- Proper air flows
- Proper supply air temperature
- Proper space condition
- Audit process in place
- Proper building conditions
- Proper water flows
- Proper water temperature
- Energy Management Control Systems (EMCS) operating per specification
- Training



Performance

- 100% client satisfaction
- Drawing delivered
- Client sign-off
- Client training complete
- O&M manuals delivered
- Final reports

Specific responsibilities of the Project Manager include:

- Review projects
- Schedule client meetings
- Track savings as upgrades progress
- Negotiate all subcontracts
- Obtain insurance certificate and workers' compensation
- Develop progress schedules
- Start coordination of drawings
- Manage change order inspections
- Perform job start-up meetings
- Schedule jobsite meetings
- Purchase all equipment
- Track labor of all trades
- Check equipment arrival schedules
- Obtain necessary bonding and permits
- Line up proper manpower
- Schedule sheet metal fabrication
- Provide bi-monthly status reports



The Senior Project Manager directs the project from initial project design to commissioning and turnover. He is responsible for accomplishing the key elements required to ensure successful project implementation and performance. The Project Manager will schedule all project meetings, including an initial kick-off meeting with the client’s personnel. During the kick-off meeting, the client and ABM review the project objectives, timelines, and obligations of each party to ensure the project’s success.



Specific discussion items for the kick-off meeting include:

- Review of the scope of work and preliminary project schedule
- Project contact information for the client, ABM and subcontractors
- Security issues and access to all areas included in the scope of work
- Work hours for site personnel and contractor staff
- Site safety plan
- Client requirements for all subcontracting personnel accessing the client’s facilities
- Hazardous areas in the facility and a plan to handle hazardous materials that may be affected
- Required permits (confined space, hot work, local building, electrical, etc.)
- Client and ABM concerns
- Anticipated project impacts during construction (what the client can expect)
- Staging areas, trailers, material storage, lockable space
- Discussion of any unique site-specific requirements, such as keeping dumpsters off of sidewalks to avoid damage from steam and/or condensate piping immediately underneath

A) II. PROJECT IMPLEMENTATION

Once all Energy Conservation Measure (ECM) designs and specifications are developed, presented to the client’s staff, and have received final approval, the Project Manager will begin implementing the project in a collaborative effort with site personnel. Project management procedures employed by ABM include the following, at a minimum:

- Adheres to state/region statutes and regulations.
- Directs subcontractor work schedules based on coordination meetings with the client.
- Requires sub-contractor(s) to submit status reports (daily, weekly).
- Conducts weekly construction meetings unless directed otherwise by client personnel.
- Performs work completed and schedule “look aheads” to keep the client informed of affected areas.
- Schedules informal kick-off meetings with a representative for each affected building and coordinates future work with this individual as the “primary point of contact” for that facility.
- Requires all ABM and sub-contractor personnel to wear identification badges, or other required form of identification, when on the building premises.
- Tracks all material and labor on a daily and weekly basis and reports project progress to ABM Management via percent complete reporting; this same information is used for accounting and invoicing the client.
- Oversees the preparation of all operations and maintenance documentation.
- Generates Meeting Minutes from the weekly construction meeting and distributes electronically to the Client Project Team. In order for these minutes to become accepted by the team, ABM requests a positive response from a client representative within five business days of transmittal unlike the standard practice which is to accept no response as acceptance as fact.
- Inspects work during site visits and reviews work with contractor. All deficiencies and punch list items are noted at this time. As soon as practical following these walk-throughs a timeline is established and provided to the client for completion of open items.
- Documents all changes to the work and receives appropriate approvals before initiating any changes to the scope of work.
- “Red lines” documents and generates the project “As-Builts,” which are provided to the client in the project turnover package.
- Coordinates all commissioning and initiates training procedures.

All punch list issues will be resolved prior to final acceptance of the project by site staff. Completed as-built drawings, operations and maintenance manuals, and other pertinent documents will be submitted and approved as part of the commissioning and turnover. All procedures outlined in the performance contract will be strictly observed. Temporary facilities established at the site will be removed and all aspects of the facility will be restored to their original condition.

Several construction management tasks are worth special note since they are key to a smooth implementation phase. The following describes ABM’s approach to specific tasks in managing design/build construction activities that will ensure the final product meets the design intent with seamless communications between the ABM construction team and the client.

Along with general project scheduling, ABM and its subcontractors are able to make maximum use of the scheduling process to generate:

- Projected Drawing Schedules
- Purchasing Schedules
- Submittal and Approval Schedules
- “Value Earned” Profiles for Establishment of Percent Completion Payments
- Manpower Utilization Schedules
- Design Schedules
- Testing, Balancing, and Commissioning Schedules



Scheduling

ABM and its subcontractors carefully schedule and track the performance of projects, ensuring timely purchase and delivery of material and equipment. We will secure adequate manpower and resources, as needed. For scheduling, we use Microsoft Project and self-developed databases and spreadsheets. We maintain all project-related documentation and correspondence in a standardized fashion within a “job folder” housed on our network. Our Project Managers rely on our real-time project cost management database to ensure the project remains on-time and on-budget.

Key milestones, such as obtaining permits and host facility approvals, have equal weight as the more labor-intensive tasks since they can impact the overall project duration. Scheduling and frequent auditing for compliance with the anticipated project construction plan is a major focus of our construction management staff. We detect deviations from the schedule quickly and take swift corrective action to restore the schedule. Careful attention to scheduling allows for anticipation of delays and development of a work-around plan to minimize their effects. All project scheduling documentation is available to the client for auditing, review, and comment as needed.

ABM completes the subcontractor pre-qualification process prior to final design. This allows our subcontractors to fully integrate their skills and experience early on, as well as provide maximum input into the design and construction processes.

Our project management techniques track purchase and delivery of materials and key milestones such as obtaining permits and host facility approvals. They also ensure that adequate manpower and resources are available when needed. We track sequence and timing of subcontractor efforts, especially when there is interdependence between trades.

Safety

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

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

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

Construction Coordination

ABM's attention to and understanding of client-driven requirements allows our team to be prepared to implement the project in a manner that ensures success. Disruptions to the facility environment are eliminated and systems shutdowns are performed at times when they are not required to be in service. This process has been perfected in the 20,000+ facilities that we serve – a combined total of over one billion square feet of municipalities, schools, colleges, military bases, and hospitals.

Flexibility

As emphasized throughout this proposal, ABM encourages flexibility and collaboration in the project development process. We exercise flexibility when it comes to inclusion of non-energy saving capital improvements within projects, as well as other types of owner participation. In fact, as a service provider within various federal Maintenance Repair and Rehabilitation programs, we have amassed millions of dollars in project experience with design build projects that do not necessarily include energy efficiency measures. In addition, we have had numerous projects with satisfied clients who awarded the company follow-up energy-related and other operational work.

Communication

Successful project management revolves around effective communication. Our approach emphasizes frequent, streamlined communication as the basis of efficient project management to minimize disruption to customer operations. We will consult Client staff appropriately on all significant issues in a timely manner and will designate a lead ABM staff member to communicate with specific team members during each phase of work. Our goal is to ensure that the client's representatives receive a single, consistent message. We conduct project communications during weekly meetings, but we can issue specialized communications, such as utility interruptions, milestones verifications, and commissioning witness testing, as needed. Additionally, we will provide and manage a website dedicated to customer energy performance contracting program. **ABM offers private communications to assist with timely distribution of information to each client, ABM staff, contractors, etc.**

Types of Communication include:

- 24 / 7 Access – An exclusive, secure online connection point for up to the minute information
- On Demand Reporting – Email alerts to Project Manager and Service Manager, even after hours, for quick response to client issues
- Centralized File Management – Store, manage, and share files securely to include project meeting minutes, invoicing, project install timelines, equipment specifications, pictures, etc.
- ABM News – Valuable and timely insights about ABM and the industries we serve
- ABM Service Offerings – Access to subscribed services and information about other services offered by ABM
- Links to Resources – Access to all ABM Client tools and other online resources, such as trade associations, government agencies, etc.



Communications Plan

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

The objective of the plan is to:

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



Communications Channels

- | | |
|---|------------------|
| • Internet (including client’s website and email) | • Brochures |
| • Client utility bill newsletter | • Fact sheets |
| • Speakers’ bureau | • Business cards |
| • Regional media | • Advertising |
| • Special events | • Telephone |
| • Board meetings | |

The intent of the Communications Plan is to show the client’s community that this project is one more example of the client’s commitment to maintaining a high quality of life for its citizens through cost-effective, innovative programs. The project also supports customer commitment to preserving and protecting our environment.



Quality Assurance

Quality assurance starts with understanding the client’s specific needs, prioritizing solutions, and observing critical areas impacted. ABM will assist the client with managing customer energy-related assets in order to optimize operational performance, reduce energy related costs, provide supply integrity, and ensure environmental stewardship and compliance. We are responsible for maintaining quality from the preliminary audit to construction, all the way through the payback period.

For a Performance Contract to be successful, there must be cooperation between the many job disciplines throughout the lifecycle of the program. ABM Project Managers provide insight into the design and estimation on energy conservation measures, coordinate contractor and client personnel, deliver clear communication, and tackle a myriad of daily on-site responsibilities.

To effectively manage a project, the overall approach must consist of a plan for both ABM personnel and our subcontractors that includes clearly defined lines of communication, single points of responsibility for each functional area of the contract, defined procedures for the contract, and a system for integrating project personnel (including subcontractors) into a responsive team.

ABM’s quality assurance approach offers the following:

- A team integration method that minimizes management burden, provides a single point of contact, simplifies program interfaces and subcontract management, and follows a cohesive process. This included peer review of ABM and our design subcontractors’ work.
- Strong client focus, effective and efficient work processes, and dedication to examining products/services and process to continuously prevent problems and improve quality.
- An environmental safety and health program focused on customer requirements and any state, local, or federal requirements, policies, and procedures governing the work performed.
- A team that will be with the project from the start to finish under the direction of the Project Manager and assisted by the design team lead, construction manager, and M&V manager.

Kick-off Meeting

The first step in providing optimal Quality Assurance is a kick-off meeting where a client and their ABM team review the project objectives, timelines, and obligations of each party to ensure success.

Specific discussion items for the kick-off meeting include:

- Scope of work and preliminary project schedule
- Contact information for client, ABM, subcontractors
- Security issues and access to project areas
- Personnel and contractor staff work hours
- Client requirements for subcontractor access
- Site safety plan
- Hazardous areas/plan to remove materials
- Required permits
- Client and ABM concerns
- Anticipated project impacts with construction
- Staging areas, trailers, material storage
- Any unique site-specific requirement

Throughout the project, quality assurance procedures employed by ABM include the following, at a minimum:

Regulatory Compliance

Adherence to local, state, and federal statutes and regulations. During the audit and energy analysis phase of the project, compliance with the required regulatory bodies, codes, and standards is developed. This information is formalized in the project design criteria and, when appropriate, is scheduled as a task or milestone.

Construction Management

Complete authority to develop and authorize work plans within the approved contract scope and budget. The Project Manager delegates the commitment of project resources to the site Construction Manager. ABM will provide on-site construction management during all critical points in the construction process. The Construction Manager may also manage the project from off-site locations during periods of the project with minimal on-site activity.

Scheduling

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

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

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

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

Compliance Auditing

Scheduling and frequent auditing for compliance with the anticipated project construction plan is a major focus of the ABM construction management staff. Deviations from the schedule are quickly detected and swift corrective action taken as necessary to restore the schedule. The careful attention to scheduling allows for anticipation of delays and development of a work around plan to minimize their effects. The project scheduling documentation is readily available to client for auditing, review, and comment as frequently as necessary for customer comfort. A flowchart is developed early on, defining the relationships between the parties, and identifying roles and responsibilities, communication channels, and sign-off or quality control authority of each team member. Progress meetings are convened on a regular basis, both within the ABM team and with the facility in order to manage properly and keep all interested parties informed of critical dates.

Problem Resolution

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

Resources

Complete control of project resources is maintained at the Project Manager level. Additionally, the Construction Manager has authority over all on-site resources, including the commitment and allocation of funding, and personnel within the framework of the contract requirements.

Decision-Making

The Construction Manager has operational decision-making authority within the limitations of the contract. Examples of site level decisions include personnel hire and dismissal, purchase of services and materials, and establishment of project policies and procedures.

Commitment

Full commitment authority is provided to the Construction Manager, up to the limit of the contract. Each successive management level has commensurate authority for commitments up to the level of their budget and area of responsibility within the framework of contract requirements and project policy.

Project Control

The Project Manager directs work schedules based on coordination meetings with the client. The Construction Manager continually monitors and controls the project with respect to scope, schedule, and budget. Management of the Triple Constraint is imperative in successful project execution. A project schedule will be published initially after award of the project. Using the Work Breakdown Structure and CPM schedule, the Construction Manager will continually monitor Earned Value to ensure cost and schedule performance are on track. Also critical in controlling the project, the Construction Manager will be responsible for verification of the subcontractor schedule of values and percent complete to ensure that only the work in place is being paid for.



**Commissioning**

It is the responsibility of the Project Manager to develop the Commissioning Plan (CP) prior to executing the work of the project. With the engineering staff, the Project Manager will help develop the CP to ensure the product meets design intent, client expectations, and fitness of use. The Construction Manager will assist in implementing the plan and will oversee the commissioning agent through the entire process.

Contract Auditing

Prior to release of final payment to subcontractors, the Construction Manager will conduct a contract audit to ensure that the subcontractor has delivered all components outlined in the subcontract. Once complete, the audit is reviewed by the Project Manager and the subcontract is closed out and final payment is released.

Project Maintenance, Measurement and Verification (M&V)

At the completion of the construction and commissioning phase of the project, the Construction Manager will complete a rigorous turnover to the M&V group for initiating the M&V phase of the project. The Construction Manager will work closely with ABM M&V personnel to cover all project engineering, construction, and as-built documents, and will facilitate a seamless transition to this phase of the project.

Project Closeout

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

B) BASELINE CALCULATION METHODOLOGY

ABM will conduct an on-site survey of the client’s lighting; heating, ventilating, and air conditioning (HVAC) equipment; water usage; building envelope; and facility operations. In the survey, we will evaluate the energy and utility consumption and costs (fuel oil, natural gas, electric, water, and sewer), as well as the existing building control strategies. We also review the operation schedules for each facility and miscellaneous “plug load” equipment (copiers, computers, and vending machines). The client will receive a description of the savings potential from the measures evaluated in our Project Development Analysis (PDA) and will be shown additional project funding that can be generated by leveraging these savings.

Establishing Baseline

Baseline energy use, developed during the Project Development Analysis (PDA), is the monthly and annual energy output from current equipment, occupancy, and operational methodology.



In determining a baseline, ABM will:

- Analyze energy usage records for the past three years, taking into account any changes in facility equipment and operations that would alter the usage during that three-year period.
- Obtain a thorough understanding of the programmatic activities conducted in each building, as well as an understanding of the electrical and mechanical equipment operating patterns.
- Develop an energy and water usage computer simulation model for the facility and calibrate using actual data. This calibrated model is used as a tool for evaluating energy savings for specific Energy Conservation Measures (ECMs) and accounting for energy consumption interactions between ECMs.

Once we have an annual baseline, we review prior years to determine if anything significant has changed. If the pattern is consistent, we have good reason to believe that the building is operating as its equipment and controls system will currently allow.

Total Monthly Energy Use by Building

After completing mechanical drawings, data logging, and a survey, ABM will perform an in-depth end-use analysis. This gives the client and ABM a better understanding of building energy use based on the load profile, occupancy patterns, and overall system efficiencies.

Baseline Maintenance

A dynamic facility can show energy savings that appear to decrease over time. We must adjust the baseline if the true savings derived from the ECMs are to be accounted for when the client modifies a facility for reasons outside the scope of the performance contract.



Typical changes to facilities include:

- Occupancy schedule changes
- HVAC schedule changes
- Additional miscellaneous equipment
- New HVAC equipment (cooling)
- Additions to buildings
- Remodeled buildings

As the client informs us of any changes that may impact energy use, we will measure the effects on the overall energy use of the facility. The additional calculated monthly usage will be presented to the client for review and approval and added to the baseline(s) for use in the savings calculations.

If excess time is required to calculate the effect of large-scale changes, we may ask the client to pay for the time involved or agree to another form of savings calculations for the areas affected.

ABM will obtain data associated with changes at the facility and will furnish questionnaires to assist the client's designated personnel in providing required information. We model the questionnaire after ones we found effective in similar programs and customize it to accommodate customer record-keeping methods.

As the client informs us of any changes that may impact energy use, we will measure the effects on the overall energy use of the facility. The additional calculated monthly usage will be presented to the client for review and approval and added to the baseline(s) for use in the savings calculations.

Restoration of Energy Using Equipment

Restoring non-operable equipment will cause an increase in the amount of energy used, particularly electricity. ABM's proprietary in-house comprehensive energy analysis software program can compute the anticipated annual utility consumption for these devices with an accuracy of +/-3%. It can also account for degradation of efficiency in rebuilt equipment.

We recommend adding the annual energy use from restored equipment to the initial baseline for the appropriate facility. We will subtract the actual energy use after the implementation of the program from the adjusted baseline.

Calculation Methodology

ABM determines energy savings on a monthly basis by using the baseline energy usage and the actual billed energy consumption of the facility. The steps in determining savings are shown arithmetically:

$$\text{BASELINE / ADJUSTED BASELINE} - \text{ACTUAL USAGE} = \text{ENERGY SAVINGS}$$

ABM’s Monitoring Department performs measurement and verification of energy savings, ensuring compliance with International Performance Measurement and Verification Protocol (IPMVP) protocol and can use electric meters calibrated for accuracy and registered with the National Institute for Standards and Tests (NIST). We will collect utility bill information on an ongoing basis to determine actual usage. During the process of entering data and comparing actual usage to expected usage, we sometimes find utility billing errors.

ABM’s monitoring personnel detect and facilitate the return of tens of thousands of dollars in excess utility charges to affected client systems.

Methodology to Assign Dollar Value to Savings

Dollar savings are calculated by multiplying the energy incremental rate (i.e., \$/kWh, \$/MMBTU) by the energy units saved. ABM makes adjustments to the incremental rate each year to account for increasing utility rates. Two common methods to accomplish this are the Consumer Price Index and the actual increase/decrease in the utility rate structure. The use of a pre-arranged inflation index or flat utility rate structure establishes a floor and ceiling for utility energy costs. The client will approve the adjustment method used.

The procedures for assigning dollar values to energy, water, and O&M savings are described in the following paragraphs.

1. Preliminary Evaluation

To accurately report savings from the installed energy conservation measures, complete baselines, and utility rates are developed and analyzed. We evaluate water and energy consumption data provided by the client. The savings potential at the specified facility is established based on energy and water conserving retrofit scenarios and their associated costs.

2. Data Sources

Accurate information on fuel consumption, building occupancy, equipment down time, and/or renovation schedules is used to provide an assessment of savings. Information is obtained on a number of variables, including utility rates, local weather profile, facility square footage changes, environmental conditions, schedules, and an inventory of equipment in the facility. We obtain weather data from the National Weather Service, National Oceanic and Atmospheric Administration (NOAA), or Accuweather to establish the Comprehensive Energy Analysis baselines. Year-to-year utility usage trends and overall average use date-adjusted values are compared and adjusted to reflect the electric and natural gas usage within each calendar month. This eliminates variation and prepares the data for use in calibrating simulation programs.

3. Utility Rates

Rate structures and actual utility bills are analyzed to determine the current rates being charged to the client’s facilities. The resulting cost per unit is used for savings calculations. This analysis will be presented in the PDA.

4. Utility Bill Analysis

Electric, gas and water data is collected and analyzed for the client’s facilities. This data will establish an existing usage pattern and aid in the calculation of predicted savings from the various energy efficiency measures.

5. Master Meters

For mastered metered buildings, we find the PDA baseline energy consumption by analyzing up to 36 months of data per meter. We enter the data onto a spreadsheet and normalize to calendar months. The data is used to calibrate the building models developed, estimate savings, and create weather-adjusted equations. For electric and gas data, a weather regression analysis is performed by charting the available usage versus the monthly degree-days. A linear equation is applied to winter and summer data and the correlation of the data is analyzed. Data outside of the norm may be removed until achieving a correlation of 0.8 or greater, or the best possible correlation allowed with the available data.

Utilization of non-utility savings is strictly up to the client. Some of ABM’s clients choose to utilize non-utility savings to maximize project potential, while others choose to utilize utility savings only. ABM’s clients that have chosen to utilize non-utility savings have typically utilized all of the savings categories listed above, with the exception of manpower and administrative costs, as these “productivity enhancing” categories often times do not result in actual cost reductions to the client.

For buildings that contain electric meters, we will calculate savings by subtracting the post-implementation billed usage from the baseline usage.

The specific equations for calculating the unit savings are as follows:

Unit Savings = Baseline Usage – Billed Usage

- Billed Usage = Total Units (kWh or Centum Cubic Feet (CCF)) from the current post implementation
- Utility bill, for all meters of that type for that facility.

Baseline Usage = M x DD + B

Where:

- M = slope of the equation
- DD = the degree days in the billing period (cooling or heating, depending on the equation used)
- B = the intercept of the equation

The regression equation to be used depends on the fuel type and the number of Heating Degree Days (HDD) and Cooling Degree Days (CDD) in the billing period. The equation will be decided by the follow rules:

For Electric Accounts:

- If CDD = > HDD then use Summer/CDD equation
- If HDD > CDD then use Winter/HDD equation

For Natural Gas Accounts:

- If HDD = 0 then use Summer/CDD equation
- If HDD <> 0 then use Winter/HDD equation

The dollars saved will be calculated by multiplying the units saved by the applicable unit rate.

Dollars Saved = Unit Savings * Contractual Utility Rate

Some sites may not have any correlation to weather. For these sites, non-weather adjusted baseline usage will be determined and used for savings verification. The equations used for the calculation of savings are as follows:

Unit Savings	Baseline Usage – Billed Usage
Billed Usage	Total Units (kWh or ccf) from the current post implementation utility bill, for all meters of that type for that facility
Baseline Usage	Total Units derived from pre-implementation utility bills, representing the usage profile of the facility, usually an average over multi-year consumption

Procedure for Calculating Energy and Cost Savings

To establish a baseline, ABM deploys extensive data logging and verifies equipment runtimes, CO2 levels, indoor temperatures and humidity levels, and more. The following paragraphs summarize the typical procedures and formulas ABM uses to measure and calculate energy savings.

Energy Savings Calculation Methodology

Lighting Savings

The existing lighting kW baseline is calculated by counting and recording each individual fixture on a room-by-room basis and noting individual wattage. The existing fixture wattages are multiplied by the number of fixtures and tabulated to determine the kW connected load. Annual run hours (diversity factor) are applied to each individual fixture to calculate annual kWh consumption. This will serve as the existing baseline for lighting connected load and lighting consumption. After determining a list of proposed ECMs, the same calculations are conducted for the proposed lighting. Each proposed upgrade is counted and recorded, and each individual retrofit type will be allocated the new wattage to determine the new KW. The annual run hours are applied to determine the new annual kWh consumption. HOB0 Lighting, occupancy loggers, and personnel interviews are used to get the lighting runtime.

The total lighting system kW demand savings are calculated by subtracting the proposed system kW demand from the existing system kW demand. Similarly, the total kWh savings are calculated by subtracting the proposed kWh from the existing kWh. The calculation is represented by the following equations:

- Total kW Demand Savings = \sum [Existing kW Demand – Proposed kW Demand]
- Total kWh Savings = \sum [Existing kWh – Proposed kWh]
- The sum total of the lighting savings is the total kWh and kW demand dollar savings
- Total kW Demand Dollars Savings = \sum [kW Demand Savings * kW Utility Rate * 12 Months]
- Total kWh Dollars Savings = \sum [kWh Savings * kWh Utility Rate]

Lighting Heating Penalty and Cooling Savings are calculated to account for the HVAC/Lighting interaction. The appropriate cooling Coefficient of Performance (COPs) and heating efficiencies are used to account for the reduction in cooling load and heating penalty as shown below:

Cooling Savings	$\frac{(\text{lighting savings}) \times 3,413 \times (\text{cooling period}) \times (\text{chiller factor})}{12,000 \times (\text{lighting period})}$
Heating Penalty	$\frac{(\text{lighting savings}) \times 3,413 \times (\text{heating period})}{1,000,000 \times (\text{boiler eff.}) \times (\text{lighting period})}$

Equipment Scheduling (Controls Upgrade)

The existing heating and cooling equipment usage is calculated on a bin-hour/temperature basis through a calculation of the net heating and cooling energy required to maintain comfortable environmental conditions. This technique varies for each type of HVAC system, such as single zone constant volume with reheat; single zone variable air volume with reheat; multi-deck constant volume; dual duct multi-zone constant volume; or single zone DX cooling with baseboard independent heating. Each of these systems requires different equations to evaluate energy use during occupied and unoccupied hours. ABM can develop customized spreadsheets to calculate energy requirements for each zone and system type in a building.

The formula developed considers the following:

- Zone loads based on occupied/unoccupied periods at various outdoor air temperatures and interior heat loads.
- HVAC system operating parameters that provide the necessary heating, cooling, and ventilation rates needed to meet zone loads through a combination of air quantity, discharge air temperature, and outdoor air Cubic Feet per Minute (CFM).
- Sum the annual heating, cooling, and fan energy for each temperature bin for each zone.
- Sum all zones and compare with annual HVAC energy consumption based on utility bills, after subtracting lighting, equipment, and other electrical and thermal loads unrelated to the HVAC systems.

Calculation Methodology

1. HOBO Motor on/off, temp/RH loggers, along with Outdoor Air Temps (OAT) are used to determine the runtime and setpoints of the equipment.
2. The equipment load is assumed to vary linearly with OAT with Balance Point (BP) being the temp when the building is in equilibrium with no heating or cooling need.
3. Energy Efficiency Rating (EER)/COP for the equipment used in the calculation is obtained from the cutsheet (where name plate data is available) and derated for equipment in poor condition.
4. Building schedule is obtained from the client's system and is specific to each building. Difference between the existing equipment schedule and actual (or proposed) schedule results in these savings.
5. Cooling Setpoint of 80-85°F and Heating Setpoint of 55-60°F will be maintained during Unoccupied Hours. Extra equipment runtime to maintain these temps during night/weekend is taken into account while calculating savings.

Shutdown Period	$\left(\text{old } \frac{\text{hrs}}{\text{wk}} \right) - \left(\text{new } \frac{\text{hrs}}{\text{wk}} \right)$
Cooling Savings	$\left[\text{shutdown period} \right] \times \left[\text{cooling period} \right] \times \left[\frac{\text{temp limit}}{\text{diversity factor}} \right] \times \left[\frac{(\text{avg. tons}) \times 12}{\text{EER}} \right]$
Heating Savings	$\text{existing gas usage} \times 1 - \frac{\text{new temp. difference}}{\text{old temp. difference}} \times \frac{\text{setback period}}{168}$

Equipment Upgrade

1. HOBO Motor on/off, Temp/RH loggers, along with OAT are used to determine the runtime and setpoints of the equipment.
2. The equipment load is assumed to vary linearly with OAT with BP being the temp when the building is in equilibrium with no heating or cooling need.
3. Pre and post EER is obtained from the nameplate data of the existing equipment and cutsheet for proposed new equipment.
4. Equipment upgrade savings are only taken for the occupied period.

Cooling Savings	$\left[\text{demand savings} \right] \times \left[\text{operating period} \right]$
Demand Savings	$\left[\text{load factor} \right] \times \text{tons} \times 12 \times \left[\frac{1}{\text{exist EER}} \right] - \left[\frac{1}{\text{new EER}} \right]$
Load Factor	$\frac{\text{present cooling energy}}{\left[\text{tons} \times \frac{12}{\text{exist EER}} \times \left[\text{operating period} \right] \right]}$

Boiler Replacement

1. Nameplate boiler efficiencies derated based on the boiler condition and age are used for the savings calculations.
2. New boiler efficiency from cutsheet is used in calculating the energy savings.
3. Boiler cycling losses were assumed based on the purge cycle timing.
4. Boiler load is assumed to vary linearly with OAT below the building BP.

Gas Savings	$(\text{existing gas usage}) \times \left[1 - \frac{(\text{old eff.})}{(\text{new eff.})} \right]$
Cost Savings	$(\text{gas savings}) \times (\text{gas rate})$

Variable Frequency Drive (VFD) on Fans and Pumps

1. HOBO loggers are used to determine the runtime of the equipment.
2. Savings for Variable Frequency Drives (VFDs) are calculated only during the occupied runtime.
3. Yaskawa VFD Energy Savings Predictor' program is used to calculate the savings for VFD replacement.
4. % loading on the motor is assumed based on the typical building type and occupancy patterns to simulate the actual load on the pump or fan motor.

Calculation Methodology

Existing Pump kW = Pump Brake Horsepower (BHP) x 0.746/Motor Efficiency

Existing Pump kWh = Existing Pump kW x Full Load Heating Hours

Where:

- Pump BHP = GPM x Head/(3960 x Pump Efficiency) OR Pump HP x % Pump Loading
- Full Load Heating Hours = Heating Bin Hours x % Heating Load
- Proposed Pump kW = (Existing Pump kW x % Flow ^ VFD Exponent) / VFD Efficiency
- Proposed Pump kWh = Proposed Pump kW x Heating Bin Hour
- kW Saved per Year = (Existing Pump kW – Proposed Pump kW) x 12 months per Year
- kWh Saved per Year = Existing Pump kWh – Proposed Pump kWh

Fan Savings

(fan HP) x 0.746 x [1 – (avg. % load)³] x (operating period)

Outdoor Air Adjustment

1. The amount of outdoor air 'required' is calculated based on the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 62 code.
2. Control trending data is used to monitor the return duct CO2 levels, Outdoor Air (OA) CFM and position of OA damper to calculate the average actual OA brought into the building through Air Handling Units (AHUs).
3. The difference between the actual OA and the required OA is the savings. Cooling Savings are calculated using the 'Ventilation Preconditioning Bins' from BinMaker Pro software. Ton-hr./Standard Cubic Feet Per Minute (SCFM) of cooling or MBTU/SCFM of heating energy is calculated the energy required to bring in a SCFM of OA to indoor cooling and heating setpoints.

Calculation Methodology

- Average Winter Outdoor Temperature (below balance point temperature) = AWO
- Annual Hours Below BP Temperature (from Bin or Hourly Data) = AHB
- Average Space Setpoint Temperature = ASST
- Pre-Retrofit CFM = Excess OA CFM to AHUs
- Post-Retrofit CFM = 0 Excess OA
- Savings (CFM) = (Pre-Retrofit CFM – Post-Retrofit CFM)
- Total Annual BTUs Saved = CFM Savings x 1.08 x (ASST – AWO) x AHB
- Total Annual Gas Saved = Annual BTUs Saved / (100,000 x Heating Efficiency)

Cooling Savings	$\frac{(\text{vent air decrease}) \times 4.5 \times (\text{enthalpy diff.}) \times (\text{cooling period}) \times (\text{chiller factor})}{12,000}$
Heating Savings	$\frac{(\text{vent air decrease}) \times 1.08 \times (\text{temp. difference}) \times (\text{heating period})}{1,000,000 \times (\text{boiler eff.})}$

Chiller Optimization

1. Due to very low Delta T, Pre and Post COP are assumed based on chiller operation.
2. Chiller is assumed to run above OAT of 55°F as seen from the control system.

Demand Savings	$\left(\text{old} \frac{KW}{\text{ton}} - \text{new} \frac{KW}{\text{ton}} \right) \times (\text{cooling load diversity} \times \text{tons})$
Energy Savings	$(\text{demand savings}) \times \frac{\text{hrs}}{\text{yr}}$

Economizer Mode Savings

1. Economizer Mode Savings are calculated only for the Occupied Period when the OA Enthalpy is lower than the return / mixed air enthalpy.
2. TMY3 Bin Data is used for OA enthalpy.
3. Nameplate Efficiencies (or new equipment efficiencies) are used to calculate the energy savings.

Cooling Savings	$\frac{CFM \times 1.08 \times (temp. \ difference) \times (chiller \ factor) \times (economizer \ period)}{12,000}$
Heating Savings	$(cooling \ savings) \times (electrical \ cost)$

Building Envelope Upgrades

From the ASHRAE fundamentals handbook, the equation for heat transfer estimation is:

$$q = 1.08 \cdot Q \cdot \Delta T$$

Where:

- q = heat loss/gain, measured in BTU/hr
- 1.08 is a conversion factor accounting for the density of air (~ 0.075 lb/ft³ at sea level), the specific heat of air (0.24 BTU/lb/°F) and a conversion from minutes to hours (60)
- ΔT is the temperature difference between the outdoors and the building setpoint.
- Q is the rate of airflow rate

Airflow rate is calculated as:

$$Q = A \cdot \sqrt{(Cs\Delta T + Cw \cdot V^2)}$$

Where:

- Q is the airflow rate
- A is the gap area (as recorded in the survey)
- Cs is the stack coefficient
- Cw is the wind coefficient
- V is the average wind speed

The stack and wind coefficients are dependent on building height and are available as table lookups provided from ASHRAE. Average wind speed is obtained from NOAA comparative climactic data for locations throughout the U.S. Temperature bin data, obtained from a software package called BinMaker Pro which uses climactic design data obtained from ASHRAE. For each temperature bin, the heat loss/gain equation is applied and the summation of outputs from these equations provides an estimate of the heat transfer characteristics for a particular building.

Insulation

The audit process for insulation is similar to that of air infiltration/exfiltration in that the auditor visually inspects areas of the building for existing insulation. Where insufficient or non-existent insulation is found, recommendations for upgrades are proposed. The calculation for heat gain/loss through insulation is:

$$q = A \cdot U \cdot \Delta T$$

Where:

- A is the area of insulation (in square feet)
- U is the heat transfer coefficient (inverse of R-value) of the insulation
- ΔT is the temperature difference between the outdoors and the building set point.

This equation is applied to the hourly bin temperature data for both the existing and proposed insulation amounts and the difference between the two indicates the estimated savings due to increased insulation.

Water Savings

Existing Water Usage is calculated given the total people using the fixtures. This number is found by referencing field notes and interviews with on-site personnel. The water usage of each fixture can be calculated as follows:

$$\frac{\text{Average Usage}}{\text{Person} \cdot \text{Shift}} \cdot \frac{\text{Total}}{\text{People}} \cdot \frac{\text{Gallons}}{\text{Usage}} \cdot \frac{\text{Shifts}}{\text{Day}} \cdot \frac{\text{Days}}{\text{Week}} \cdot \frac{52 \text{ Weeks}}{\text{Year}} = \frac{\text{Gallons}}{\text{Year}}$$

The average usage per person per shift comes from the ASHRAE Pocket Guide 2005, page 77 water usage statistics table, this value is either the number of flushes or minutes of use per person per shift.

After the retrofit or replacement fixtures are chosen then the same calculation that was used for the existing water usage can be applied to find the proposed water usage. By applying the water and sewer rates to the saved amount of water yields the cost savings for water conservation only.

For faucets there are hot water savings that can be associated with the water conservation project due to the reduction in water usage. Based on the 'Amy Lucille Vickers, "Water Use and Conservation, First Edition" 2001', 54% of the water used by a faucet or shower can be assumed to be hot water. This hot water heating savings can be calculated below based on whether the heating method is electric, or gas or steam. Although showers were observed, no measure is recommended due to the limited amount of use, therefore any hot water savings that can be recognized will be from faucets only. Domestic hot water savings were calculated as follows:

$$\text{Water Saved} \cdot \% \text{ Hot Water} \cdot \frac{\text{Specific Heat of Water}}{\text{Boiler Efficiency}} \cdot \frac{\text{Delta T}}{\text{Boiler Efficiency}} \cdot \text{Conversion to Therms} = \text{Therms Saved}$$

C) MEASUREMENT AND VERIFICATION

As with most certified ESCOs, ABM uses the International Performance Measurement and Verification Protocol (IPMVP). The National Association of Energy Service Companies (NAESCO), DOE, and other high-profile Energy Saving organizations recognize this protocol as the standard guideline for measuring savings resulting from energy conservation projects.

Electrical, Natural Gas and Water Savings

ABM measures electrical, natural gas, and water savings through the IPMVP process. We carefully measure each ECM for its specific interaction on the baseline and include the savings in our M&V report.

Measurement and Verification (M&V) Overview

The M&V team works closely with our clients throughout the three major life cycle components of a project: Plan, Install, and Maintain. Client participation throughout these components results in clear expectations and a solid understanding of technical M&V tasks, calculations, and deliverables.

Step 1 – Plan

The first component of planning includes a thorough review of baseline utility usage, cost patterns, and utility rate analysis. Understanding rate structures allows the development team to target energy conservation measures (ECMs) that provide the biggest return on investment for the client. In addition, proper application of rates ensures that savings are not overstated or understated.

ABM suggests an onsite M&V workshop be conducted when final baseline data analysis is completed and a preliminary list of ECMs is identified. During this workshop, we will present and discuss a preliminary M&V approach in addition to providing any clarification needed. The goal of following a collaborative M&V selection process is to create an M&V plan that optimizes the balance of costs versus the confidence level of reported savings. M&V best practices have evolved over the past few decades, and ABM's M&V and engineering teams have extensive knowledge regarding the proper application of M&V options.

After the workshop, ABM will finalize the M&V plan, tasking, and cost estimating for inclusion in the contract. In addition, the M&V team will work with the Project Manager and Engineer to ensure proper metering, equipment selection, and trend point. The sequence of operation programming expenses is accounted for in our scope.

Overview:

- Identify ECMs
- Document baseline energy
- Plan and coordinate M&V activities
- Design ECMs

Step 2 – Install

During the implementation phase of the project, the M&V team works closely with the Project Manager to ensure any remaining pre-retrofit measurements, logging, or other tasking are completed prior to demolition or changes to existing equipment and programming. In addition, regular meetings are conducted to review progress and obtain any pre/post data on ECMs as they are completed. Site visits are conducted to physically inspect each ECM.

Finally, the M&V team works with the client and the Project Manager to provide confirmation that each ECM has the potential to perform before final acceptance occurs. This establishes agreement that each ECM has been installed in alignment with the Basis of Design and has been properly commissioned. Typically, within 90 days after final project acceptance, a Post-Install Report (PIR) is provided. This documents the overall project's potential to perform, along with calculated Install Period savings and a projection of year one savings.

Overview:

- Install ECMs
- Commission
- Verify Operations

Step 3 – Maintain

After final project acceptance, the M&V plan will be executed throughout the reporting period. ABM personnel will gather data accordingly and may conduct site visits to determine if ECMs are still in place and operating per design. These site visits will be coordinated with the client.

We recommend regular communication throughout the performance period. If any issues or changes occur within the buildings, providing that information to ABM allows us to determine possible energy impact and provide suggestions on resolution. This results in timely resolution and maximizes the client's ability to achieve desired savings. Conversely, if the M&V plan includes regular site visits, remote BAS inspection, or trend data analysis, interim feedback will be provided if any concerns are uncovered in the data or while on site.

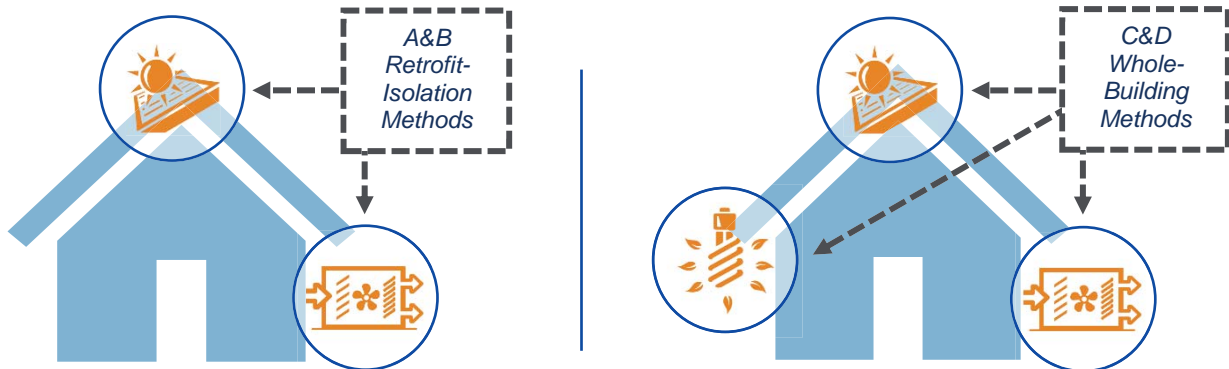
Overview

- Gather data
- Verify savings
- Report
- Document project feedback
- Assure persistence

ABM will provide a savings report detailing the results of the performance period on an annual basis.

Overview of IPMVP M&V Options

The IPMVP defines four broad options for measurement and verification of energy savings. More than one option may be applicable to any one specific situation. The option that provides acceptable confidence with the lowest cost to the client is typically selected. M&V options are determined by where you place the boundary of the analysis. The first approach is the Retrofit Isolation Method (RIM), where performance is evaluated at the specific equipment or system level. The second approach is the whole building method, where performance is evaluated at the building or utility meter level.



Measurement and Verification Details

This section specifically details the options available for verifying the energy savings after we implement the selected ECMs. The key to successfully achieving the predicted savings of this project is the accuracy of the energy baselines and the measurement and verification of savings.

The IPMVP defines four broad options for measurement and verification of energy savings. Each option is applicable to specific situations and having more than one option for any single situation is possible. The broad categories of the IPMVP lay out as follows:

Option A	<ul style="list-style-type: none"> • Retrofit Isolation – Key Parameter Measurement • Measurement of key parameter(s), some agreed-upon parameters
Option B	<ul style="list-style-type: none"> • Retrofit Isolation – All Parameter Measurement • Measurement of all key parameters
Option C	<ul style="list-style-type: none"> • Whole Building – Utility Bill Comparison • Baseline utility data is normalized for weather, then compared to current data
Option D	<ul style="list-style-type: none"> • Whole Building – Calibrated Simulation • ECM savings are generated through a computer modeled building simulation

Often overlooked is the necessity of identifying the M&V plan concurrently with the project development. In some cases, it is necessary to drop or ignore a portion of savings associated with a specific measure because a portion is immeasurable or unreasonably expensive to measure.

Implementation of a verification plan for the diverse types of ECMs typically involved in a performance contract usually requires a combination of methods to successfully measure savings. For any given ECM, we may cross verification categories by combining a stipulated and an end-use measurement component into the savings calculation.



Factors that guide the selection of an M&V method for each ECM include:

- Cost of measurement vs. savings
- Complexity of ECMs to be installed
- Likelihood of sustainable savings
- Probability of future construction or ECMs
- Timing of measure installation
- Level of interaction between ECMs
- Dynamics of the facility’s energy baseline
- Degree of sub-metering in the facility

Due to the variables and dynamics unique to each performance contract and often to each facility, ABM must develop an individual measurement and verification plan for each situation. While the specifics may vary, the general method employed will always follow one of the methods outlined in the IPMVP.

The following paragraphs detail the potential M&V methods and where we typically use them on ABM projects, followed by a sample chart from a Reference Project listing the M&V protocols used for each ECM Measure.

Option A	<ul style="list-style-type: none"> • Retrofit Isolation – Key Parameter Measurement • Measurement of key parameter(s), some agreed-upon parameters
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This option allows us to calculate energy savings using a sampling of field measurements combined with stipulated parameters. Once calculated, we stipulate the savings for the life of the project. Ongoing actual measurements may or may not be used in this verification technique depending on whether predicted savings and/or the volatility of the measures implemented warrant the expenditure on additional field measurements.

A typical application for using this option is for lighting efficiency and water efficiency improvements where performance may be relatively stable and not interdependent with other measures. We quantify the savings for the lighting upgrade by measuring before and after power consumption for a representative sample of lighting circuits and by stipulating or agreeing to the hours of operation of each circuit.

Option B	<ul style="list-style-type: none"> • Retrofit Isolation – All Parameter Measurement • Measurement of all key parameters
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We measure and verify energy savings performance of energy conservation measures at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, we continuously monitor individual loads to determine performance. To determine savings, we compare this measured performance with a baseline.

A possible application for Option B measurement is chiller efficiency improvements in a setting of continuous change at a facility. We quantify the savings for the chiller upgrade by measuring the existing chiller’s performance in kW/Ton at several points in load while maintaining steady condensing temperature. For other steady condensing temperatures, we develop the same chiller performance curve, resulting in a three-dimensional load curve for the existing chiller(s). After the retrofit, we measure a similar 3-D load curve and install instrumentation. This will sample the actual tonnage being delivered to the building cooling loads during the entire measurement period and measure the power reduction interpolated from the before and after performance curves.

Option C	<ul style="list-style-type: none"> • Whole Building – Utility Bill Comparison • Baseline utility data is normalized for weather, then compared to current data
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Option C verification techniques calculate savings by comparing the post-retrofit overall energy use in a building or facility with pre-retrofit energy baselines. Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities during the measurement period that are beyond the scope of the measures installed. The impact of building additions, changes in operating hours, and remodeling projects that the client implements during the measurement period must have their energy impact accounted for if the true savings from the energy conservation measures is to be assessed. This process can be time-consuming and expensive in facilities that are very dynamic.

There are many benefits to an Option C measurement. When significant interactions between energy-consuming systems and energy conservation measures are present, and when assessing savings for measures that we cannot easily measure directly, Option C may be the only viable method. Option C savings calculations also most closely emulate the bills from the utility company, and the calculations are easy to understand and explain.

Option D	<ul style="list-style-type: none"> • Whole Building – Calibrated Simulation • ECM savings are generated through a computer modeled building simulation
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Option D verification techniques calculate savings by using a carefully calibrated hourly building simulation model to examine building performance before and after the digital implementation of energy conservation measures. A high degree of comfort in both the simulation and the operator is necessary for this method to work to the satisfaction of both parties.

Deemed Savings

While not directly defined as an IPMVP option, the protocol recognizes that there are instances when measurement and verification of savings is not warranted. In cases where the cost of measurement is too high as compared to the savings, where the parameters preclude accurate measurements, or where the confidence of the savings projections is high, the client and ABM may agree to deem those projected savings satisfied for the term of the project based on proper installation, successful Functional Performance Test results, or equipment/ product specification documents without any measurement or recalculation of the savings. One example of this is window tinting. If the specified Solar Heat Gain Coefficient (SHGC) is confirmed in the product specification sheets, the savings would be deemed satisfied.

Client Benefits Associated with Savings Measurement

The following lists some of the main benefits associated with any M&V plan. All the benefits listed are included in an Option C plan.

Maximize the Energy Savings

Through careful investigation of building scheduling parameters, HVAC equipment performance, and occupancy patterns, the ABM Monitoring Department delivers the maximum amount of energy savings achievable using the equipment installed under the program.

Sustain the Energy Savings

Without measurement and verification, energy savings tend to erode over time. This can be due to changes in HVAC control parameters, maintenance strategies, space use, building structure, and equipment replacement. While some of these items are unavoidable, it is vital to quantify the effects of those changes to see if the installed measures are still functioning correctly.

Defend the Performance Contracting Decision

The decision to enter an ESPC involving champions and detractors within a client's organization can be difficult. Signing an ESPC can require an understanding that the energy service company will honor the guarantee should a shortfall in savings result. ABM's Monitoring Department works hard to ensure that all the client's entities understand the results of the measurement and verification activities. We accomplish this through periodic reporting, annual site visits, and council presentations. Should the energy savings fall short of the guaranteed level, ABM will make up the shortfall.

Identify Additional Opportunities

During the initial ECM installation, we encounter measures that are not fully evaluated. Other potential measures may come to light only after the completion of the initial installation. In these cases, the ABM Monitoring Department will continue to investigate for energy savings, from changes in the operation and maintenance of the facilities to projects that will increase comfort and reduce energy consumption.

Ongoing Training and a Consistent Knowledge Base

If facility personnel changes, ABM will train the client's new employees on issues specific to customer facilities. With a staff of professionals who know systems, controls, and the details of customer facilities, we have the ability to train new staff quickly and guide them through the learning process.



Forecast Changes in Energy Consumption and Making Energy-Smart Choices

As facilities equipment and usage change, so does energy usage. ABM’s Monitoring Department can quantify that change, enabling the client to more accurately budget for the required energy upgrades. Also, we can help the client make decisions about the proposed changes at their facilities, giving them the tools to evaluate the long-term energy impact of different buying choices.

Identify Utility Billing Errors

As part of many performance contracts, we collect client utility bills on an ongoing basis to determine savings. During the process of examining and entering the data and comparing the usage to expected usage, we have detected utility-billing errors. ABM monitoring personnel facilitate the return of tens of thousands of dollars in over-bills.

Monitoring Services

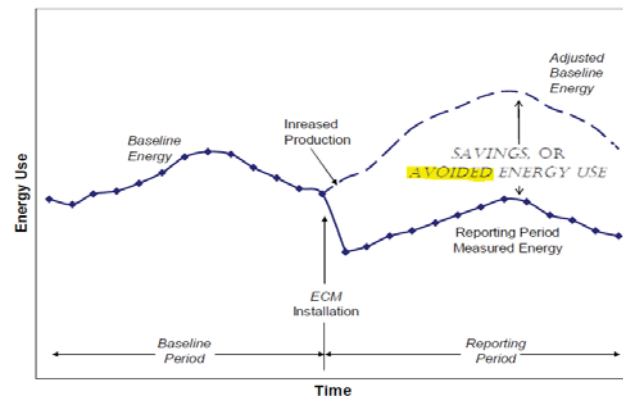
ABM offers a monitoring service as part of the guarantee that focuses on the measurement, verification, and the maintenance of the energy savings.

Entirely Stipulated Savings

While not directly defined as an IPMVP option, the protocol recognizes that there are instances when measurement and verification of the savings is not warranted. In cases where the cost of measurement is too high as compared to the savings, where the parameters preclude accurate measurements, or where the confidence of the savings projections is high, the client and ABM may agree to stipulate those projected savings for the term of the project without any additional measurement and verification of the savings.

What is “Avoidance”?

One important concept to remember is “Avoidance.” To provide an accurate estimate of savings, the pre-retrofit baseline data must be normalized for factors like weather. The purpose of M&V is to estimate the absence of energy, which simply asks the following: What amount of energy would the old equipment and building have consumed under the current conditions? Savings are calculated by comparing current data to a baseline that has been adjusted to current conditions.



Proper Sampling

For some ECMs within the project scope, a sampling plan may be proposed. The purpose of monitoring a sample as an alternative to monitoring an entire population is to characterize specific attributes of a population from which a sample is drawn with adequate accuracy and reliability while reducing monitoring costs and effort.

Sampling is typically a two-stage process that can address one or both components of ECM savings, which are “performance” (efficiency, power draw, etc.) and use, also known as “operation” (run hours, space requirements, etc.) Performance is typically addressed by separating equipment by scale, such as lighting fixture model, motor rated horsepower size, etc.

Operation is typically addressed by separating the equipment by usage groups, which reduces the variation and therefore the sample size required.



Usage groups should be developed from certain criteria:

- Area type (for example, office, hallway, meeting room)
- Annual operating hours
- Similar function use
- Timing / usage patterns of the operating hours, load, or other variable
- Variability of operating hours, load, or other variables

Sampling Size Calculation

Measurement and verification guidelines suggest using sample sizes that meet a confidence level of at least 80% and a precision of 20%. Using a Cv of 0.5 will increase the initial sample size but reduce the risk of under-sampling.

Confidence refers to the probability that the estimate will fall in the range of precision:

- P – Precision. The value estimated by sampling cannot be expected to be the actual value, therefore it is useful to state an interval in which we have confidence the true value lies. Confidence interval is also often referred to as precision.
- Cv – Coefficient of Variation, defined as the standard deviation of the readings divided by the mean.
- Z – Z-Statistic (1.645 for 90% confidence, 1.282 for 80% confidence).

The sample size can be calculated using the following equation:

(where n = sampling size):
$$n = \frac{z^2(Cv)^2}{p^2}$$

Sampling Plan Process

ABM will use the following process for any suggested sample plan:

- Review the baseline data to determine the full population size.
- Arrange the data and clearly identify each item for future cross-referencing.
- Identify any equipment that heavily impacts the possible savings. For example, lighting fixtures that represent at least 75% of the lighting energy use or savings will be measured. Less impactful fixture types that are found in smaller populations will not be included in the sampling plan to control costs.
- Calculate the sampling size (n) using the equation above (80% confidence, 20% precision, Cv = 0.5).
- Randomly select equipment from the population to meet the sampling size.

Typical M&V Services

Monitoring Reports

The client will receive a monitoring report with the following calculation for each building.

$$\text{HISTORICAL ENERGY BASELINE} - \text{ACTUAL ENERGY CONSUMPTION} \times \text{CONTRACTUAL ENERGY RATES}$$

Other savings calculation methodologies, as identified in the program, will also appear on these reports. They summarize the total savings for year-to-date and compare them against a prorated portion of the guarantee, so the progress of the program can be tracked.

At year-end, ABM will compile the savings and any adjustments and will issue a final year-end report for acceptance by the client. We use the savings as reported to fulfill the requirements under the guarantee. We will note any changes to the baseline or savings adjustments in the monitoring reports, which we can modified to meet the client’s needs, often without additional expense.

Monthly Activities

- Receiving and compiling energy bills or other data needed to M&V process
- Analyzing utility bills for errors or irregularities

Year-End Reports

- Final savings calculations and adjustments
- Overall analysis of facility energy performance
- Graphs comparing current usage to baseline usage

Energy Management Services Overview

Remote electronic monitoring of a client's Energy Management Services (EMS) is the only proactive mechanism available to detect and prevent increasing energy consumption.

Start-up Activity

- Software and hardware set-up
- Data logging report

Monthly Activity

- Review temperature trends
- Review digital inputs
- Review weekly schedules
- Review holidays and daylight savings time changes
- Phone calls

The overall purpose of the call-up is to help ensure the correct operation of the EMS. Our technicians look for changes to the program outside the current scope or areas that are not achieving the expected temperatures or setbacks, which may indicate EMS or HVAC equipment failure. When differences or difficulties are found, they will notify the client and work with them to make any necessary corrections.

ABM's Annual Energy Unit Savings Agreement states the following:

“Should the sum of Customer's Energy Unit Savings for a given Measurement Year be less than the Guaranteed Energy Unit Savings for that Measurement Year, Contractor shall pay to the Customer, within 30 days of the acceptance of the annual Energy Unit Savings report, the difference between the Guaranteed Energy Unit Savings for such year and the Energy Unit Savings for that Measurement Year, with such amount not to exceed the Guaranteed Energy Unit Savings amount set forth in Energy Contract. The difference shall be converted from units of energy to dollars (\$) by use of the Base Energy Rates or the actual energy rates in effect during the Measurement Year, whichever results in a lesser Guarantee Payment. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract, such services or retrofits delivered by Contractor will be considered a Guarantee Payment for that Measurement Year. There shall be no carryover with respect to either Excess Savings or negative Energy Unit Savings for any Measurement Year into future Measurement Years; provided, however, that any Pre-M&V Savings shall be credited towards the Guaranteed Energy Unit Savings for the first Measurement Year.”

The annual energy unit savings will be calculated using standard computerized auditing procedures, which compares the baseline energy use with that of the actual energy use during the applicable measurement year. Published degree days will be used in the auditing process to allow for differences of weather conditions between the baseline energy use dates and the measurement year.

Except to the extent of any annual maintenance program with ABM, our clients are solely responsible to maintain the project in a manner consistent with the manufacturer's (or ABM's) recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of ABM, provide copies of such records thereof. Such maintenance shall be a condition precedent to this savings guarantee. ABM may, if it deems necessary, inspect the premises from time to time to implement its savings measurement and verification plan. For the purpose of determining actual energy use and energy unit savings, ABM shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its savings measurement and verification plan.

Operational Savings

Operational savings are not guaranteed as part of the energy savings performance contract; however, most of our clients realize a great deal of operational savings in addition to the guaranteed annual energy savings. Operational savings incurred by our clients, whether in conjunction with the energy savings or not, are simply additional dollars for our clients to utilize as they see fit. At times, projected and/or realized operational savings may meet or even exceed the guaranteed annual energy savings amount.

3. Successful Experience

Successful experience in the field of Energy Savings Performance Contracts.

a. Business unit dedicated to providing guaranteed energy savings programs.

b. Business unit dedicated to ensuring project performance.

c. Affiliation with energy and/or business organizations (including ISO certification and EPA or DOE affiliations).

d. Reference responses

A) ENERGY CONSERVATION IS NOT NEW TO ABM

ABM has been helping our clients improve their facility infrastructure while saving energy for over 40 years with guaranteed energy savings projects. We have performed nearly \$1 Billion dollars' worth of Energy Retrofit Projects, completing over 250 projects within the past 10 years. These projects vary from K-12 school districts, public and private colleges and universities; to local, state, and federal government agencies. Mid-sized programs (\$1-\$10 Million) comprise our core market, with our largest project to-date – GSA Region 9: Los Angeles – being \$47 Million. All of the projects have resulted in 100% of the clients being 100% satisfied. That is why we are one of the few, if not the only, major Energy Service Company (ESCO) that has not been in litigation as a result of a guaranteed energy service or other types of contracts, nor have we been in default on any guaranteed or traditional retrofit project.



Size and Types of Projects Considered

We are a competitive local company and capable of performing projects of any size, from small HVAC or lighting repairs to multi-million-dollar government Energy Savings Performance Contract (ESPC) projects. We understand that the Preliminary Assessment (PA) and Investment Grade Audit (IGA) processes will dictate much of the project work ultimately completed, and ABM is prepared to complete all work under our extensive list of national licenses, as well as supply solutions such as photovoltaic / solar as appropriate. ABM will consider projects in the areas of:

- HVAC, including boiler and steam
- Air balance and sheet metal
- Plumbing
- Refrigeration
- Electrical / low voltage / controls
- Lighting
- Comprehensive Energy Services, including renewable and supply solutions

Operating out of the following local TX Business Unit:

ABM Building Services, LLC
2020 Westridge Dr., Irving, TX 75038

B) ABM BUILDING SERVICES, LLC

ABM Building Services, LLC, provides guaranteed energy savings programs through our Bundled Energy Services. Our solutions deliver a high-efficiency conservation, facility modernization, and technical service program that addresses both the facility upgrades and funding needs of higher education facilities, cities, counties, K-12 schools, and government buildings. This program assists our clients by providing a cost-effective way to make necessary energy and infrastructure improvements.

Bundled Energy Services are designed for each client’s specific requirements, resulting in:

- Capital generation for asset replacement
- Guaranteed operating cost and emergency savings
- Reduced downtime and equipment costs
- Improved occupant comfort and safety
- Increased staff productivity
- Reduced environmental impact

Our strong financial backing has allowed us to make strategic partnerships with many premier financial institutions that focus on lending to the guaranteed energy savings performance contracting market. We have secured millions of dollars’ worth of energy projects and have financed projects from a multitude of different markets. These relationships have strengthened over the years due to ABM’s continued success, driven by meeting project schedule requirements, little to no cost overruns, ensuring project performance, and meeting or exceeding guaranteed savings.

We have funded projects through:

- Municipal tax-exempt leases with non-appropriation clauses
- Operating leases (taxable and tax-exempt)
- Certificates of Participation (COPs)
- Certificates of Obligation (CO’s)
- Special purpose entities
- Standard capital leases
- ESSER funding

Additionally, our current bonding limits are \$70 Million on a single project and \$500 Million aggregate.

BES Snapshot

- Savings are **100%** guaranteed
- Our clients’ average energy reduction is **30%**
- **\$1+ billion** in ESPC work performed
- Vendor Neutral
- **40+** years of experience as an ESCO
- **250+** guaranteed energy savings projects completed
- **LEED Certified** by the U.S. Green Building Council
- **1,200+** ABM team members dedicated to Technical Solutions
- U.S. Department of Energy Qualified Energy Service Company
- NAESCO Accredited since 2012



Solutions Include:

- Initial feasibility; Measurement and Verification (M&V)
- Identification and processing of utility rebates and EPA tax incentives
- Structuring financing terms to generate positive cash flow
- Engineering calculations and design; planning and construction of project
- Commissioning and on-site training
- Energy and operational audits
- Ongoing maintenance services

C) ASSOCIATIONS AND CERTIFICATIONS

ABM has developed Standards of Performance that ensure clients receive consistent quality work, delivered safely and on schedule. We will comply with the most recent issue of the design and construction standards listed below.

	<ul style="list-style-type: none"> Occupational Safety and Health Administration (OSHA) regulations (29 CFR 1910 for General Industry and 29 CFR 1926 for Construction Industry) 29 CFR 1910, Occupational Safety, and Health Standards 10 CFR 435, Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings 29 CFR 1926, Safety and Health Regulations for Construction 		
	<ul style="list-style-type: none"> American National Standards Institute (ANSI) 		<ul style="list-style-type: none"> American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE): ASHRAE 62; ASHRAE 55; ASHRAE 90.1
	<ul style="list-style-type: none"> Architectural Barriers Act Accessibility Standard (ABAAS) 		<ul style="list-style-type: none"> Illuminating Engineering Society of North America (IESNA)
	<ul style="list-style-type: none"> National Electrical Manufacturers Association (NEMA) 		<ul style="list-style-type: none"> Guidance for Construction of Vertical Boreholes for Closed Loop System & COMAR 26.02 High Performance and Sustainable Building Guide
	<ul style="list-style-type: none"> National Electric Code (NEC); National Electrical Safety Code (NESC); National Fire Protection Association (NFPA) Standards 		<ul style="list-style-type: none"> International Building Code (IBC); International Plumbing Code (IPC); International Mechanical Code (IMC)
	<ul style="list-style-type: none"> International Electrical Testing Association (NETA) 		<ul style="list-style-type: none"> Underwriters Laboratory (UL)
	<ul style="list-style-type: none"> BICSI 568 		<ul style="list-style-type: none"> U.S. Courts, United States Courts Design Guide U.S. Courts, Courthouse Design Reference Manual
	<ul style="list-style-type: none"> GSA CAD Standards GSA Order PBS 3490.1 Management of Sensitive but Unclassified (SBU) building information PBS P-100 Facilities Standards for the Public Buildings Service Public Buildings Service Operations and Maintenance Standards 		

Our dedicated ABM team actively participates in the following associations and certifications:



- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- ASHRAE Technical Committee 6.7 Solar Energy Utilization
- Member and Program Chair ASHRAE Technical Committee 2.8 Building Environmental Impacts and Sustainability
- United States Green Building Council (USGBC)
- Association of Energy Engineers (AEE)
- National Society of Professional Engineers (NSPE)
- National Association of Energy Service Companies (NAESCO)
- Department of Energy Super ESPC List (DOE)
- American Solar Energy Society (ASES)
- International Solar Energy Society (ISES)
- American Society of Mechanical Engineers (ASME)
- American Society of Civil Engineers (ASCE)
- Project Management Institute (PMI)
- Zero Net Energy Alliance (ZNE)
- ISNetworld Certification (ISN)
- National Fire Protection Association (NFPA) 70E and 70B Training and Certification
- Infrared Thermography Levels I&II Training and Certification (IRI and IRII)
- National Institute for Certification in Engineering Technologies (NICET)

ABM is an InterNational Electrical Testing Association (NETA) accredited company with more than \$90 Million in annual revenues in the Electrical Power Division. ABM Electrical Power Solutions was a founding member of the International Electrical Testing Association (NETA). NETA was established in 1972 to ensure the integrity of third-party electrical testing and certification. NETA is the standards developing organization for the American National Standards Institute (ANSI) and publishes Acceptance and Maintenance Testing Specifications. NETA certifies member companies and their technicians, and it is the highest accreditation possible in the industry.

D) REFERENCE RESPONSES



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Anthony Price, Ph.D.
 Chief Operations Officer

September 3, 2020

To Whom it May Concern,

It is with high regards and respect that Goose Creek CISD acknowledges the performance and professionalism of the ABM team that has teamed up with GCCISD to improve district savings, while promoting student learning. In what may be one of the largest energy conservation programs of its kind in the state of Texas, ABM assisted GCCISD in the implementation of a self-funded project to save our district over \$43 million. The savings provided by this Energy Performance Contracting program, aided in the reduction of energy and operational expenses, which allowed our district to address infrastructure needs.

Our goal working with ABM, was to bring together our construction team with maintenance, facility services, operations, technology, and athletics to create a money-saving energy project that would positively impact the students learning environment and build school spirit for our community. This was accomplished in two ways.

First by installing upgrades, including lighting, HVAC, and controls as well as water conservation measures throughout facilities districtwide. We were able to realize both, substantial energy savings and operational savings. These savings are predicted to climb during the life of the 15-year program. Secondly by improving the lighting and HVAC systems, we enhanced the learning environment for students and staff, which is always a priority for Goose Creek CISD.

ABM assisted us in developing a customized solution to take a long-term, comprehensive approach to upgrading our district's infrastructure. ABM considered our district goals of controlling utilities and operational expenses while providing students with a higher quality learning environment. They allowed us to look at the district's needs through a project that would improve the learning environment, promote spirit, and meet the needs of our students while remaining fiscally prudent.

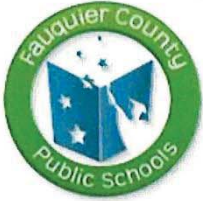
It is my pleasure to recommend ABM as an energy conservation program company talented enough to get the job done.

Sincerely,



Anthony Price, Ph.D.
 GCCISD Chief Operations Officer
 "Here We Grow Giants"

3401 N. Main Street • BAYTOWN • TEXAS 77522 • 281-707-3870
anthony.price@gccisd.net



Fauquier County Public Schools

David E. Graham, Jr., Executive Director
for Administration and Planning
320 Hospital Drive, Suite 40
Warrenton, VA 20186-3037
(540) 422-7017
dgraham@fcps1.org

Excellence by Design

www.fcps1.org

To whom it may concern,

ABM's service to FCPS has been outstanding since the onset. They have been professional in all interactions and have bent over backwards to accommodate us with any concerns and or problems that have arisen. Examples of this have been the acceleration of certain projects due to mechanical failures in order to keep or buildings online, adding work outside the initial scope if required in several situations, immediate attention to any personnel problem (there was only one to which I am aware), and helping us through countless questions by Board members and staff.

It has been an excellent experience and I look forward to continuing with ABM in the future.

Sincerely,

 A handwritten signature in blue ink that reads "David Graham".

David Graham

NORTHWEST ISD

NORTHWEST ISD

NORTHWEST ISD

NORTHWEST ISD

NORTHWEST ISD



Date: February 26, 2021

RE: ABM Bundle Energy Solutions Services

To Whom It May Concern:

Northwest ISD and ABM began our successful educational partnership in 2016 utilizing ABM's expertise in custodial services. ABM brought a level of professionalism, service, and partnership to our fast-growing district that is second to none. The transition to ABM Education Services was well executed and provided a successful start to our 2016-2017 school year. Having had such a positive true educational partnership, in 2019, we grew our partnership with ABM to include their Bundled Energy Solutions.

We partnered with ABM to handle an arduous project at Pike Middle School with a very limited timeline and an exhaustive scope of work. ABM brought custom delivered solutions to NISD with a well thought out plan that we co-authored with the ABM team. The scope at Pike MS included: LED Lighting, Building Envelope, Water Conservation, Transformer replacement, Plug load, Chiller Optimization, Boiler E2G, HVAC and Air-handlers. The ABM process proved to be the most beneficial and fiscally responsible turn-key way for NISD to get our needs met while having a savings guarantee, no change orders, on-time delivery and a well-executed scope. ABM responded well to changes in the district's schedule during the project and worked to provide flexibility when needed. What also made the project successful was that any challenges were met head-on and immediately.

ABM is quick to respond regardless of the situation and always thinking out of the box for solutions to enhance our learning environment. Their can-do attitude, from their leadership team to the boots on the ground, has provided a wonderful experience for our Northwest ISD community.

If you are looking for a true educational partner, I highly recommend ABM Bundle Energy Solutions Services for the job.

Sincerely,



Tim McClure, AIA
Assistant Superintendent for Facilities

Northwest Independent School District
An Equal Opportunity District

2001 Texan Drive • Justin, TX 76247 • P.O. Box 77070 • Fort Worth, TX 76177-0070
Phone 817.215.0000 • Fax 817.215.0170 • www.nisdtx.org

CITY OF SATELLITE BEACH, FLORIDA

565 Cassia Boulevard
 Satellite Beach, FL 32937
 (321) 773-4407
 FAX: (321) 779-1388



INCORPORATED 1957

January 4, 2022

To Whom It May Concern:

City of Satellite Beach is pleased to provide this letter of recommendation for ABM, which was awarded an energy savings performance contract. The company provided services from an initial audit through full construction.

Our staff were particularly pleased with the ABM team as they went to great lengths to minimize the impact of the project on our daily operations, while maintaining communication and accommodating our schedules and needs.

ABM was able to develop and enact a comprehensive plan to improve energy efficiency, reduce carbon emissions, and boost operational savings by upgrading HVAC equipment, installing LED lighting, and more.

We highly recommend the services ABM provides for facility improvement solutions and energy performance contracting.

Sincerely,



Liz Alward
 Assistant City Manager
 City of Satellite Beach

*Lowndes County
Board of Commissioners*

Bill Slaughter, Chairman



*Joyce E. Evans, District 1
Scott Crenstein, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D. District 4
Clay Griner, District 5*

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222

February 16, 2022

Dear Sir or Madam:

The Lowndes County Board of Commissioners is pleased to provide this letter of recommendation for ABM, which was hired in 2021 to provide comprehensive facility energy improvements. This company's work is projected to save the county nearly \$22 million in energy costs and to generate additional revenue of nearly \$43 million over the next twenty years.

County staff were pleased to work hand in hand with ABM's team from start to finish of this project. ABM has gone to great lengths to understand the county's specific needs and provide a custom turnkey solution with excellent support. We especially appreciated how ABM staff has become such a tremendous part of our team. They are fantastic partners, exploring options and recognizing other opportunities beyond the original project that will benefit our county for years to come. We are beyond pleased and they have truly become part of our family.

ABM developed and executed a plan to improve energy efficiency, reduce carbon emissions, and generate operational savings at over 54 county facilities. The facility improvements included upgrades to lighting, chiller plants, boiler plants, HVAC equipment, building envelope, water conservation, and solar PV. ABM has guaranteed the savings from these improvements and will monitor the program over the next 20 years to ensure projections are met.

Lowndes County Board of Commissioners is proud to fully recommend using ABM for facility improvement solutions.

Sincerely,


 K. Paige Dukes
 County Manager

4. Staffing/Personnel

a. Quality of personnel assigned to projects and degree of pertinent experience.

Personnel

ABM will assign a group of our most experienced and proven project leaders, some with over 30 years of experience in the field of facility services, to our clients. We have been delivering energy retrofits since 1979. Our service technicians and project professionals have implemented Bundled Energy Services (BES), HVAC mechanical, and electrical projects in similar situations over the past 40 years.

ABM's energy professionals hold a wide range of certifications and accreditations that ensure they are meeting or exceeding client expectations on every project. Some of these include:

- 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.
- 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).
- 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.
- 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.
- Certified Indoor Air Quality Professional (CIAQP) – CIAQP candidates must pass an exam on indoor environmental contaminants, mitigation strategies, and prevention techniques. CIAQP's are deemed competent and knowledgeable in air quality assessment, design, management, and problem mitigation.
- High-Performance Building Design Professional (HBDP) – Candidates who earn the HBDP certification demonstrate a well-rounded understanding of how HVAC&R design is integrated into high-performing buildings to achieve the overall goal of producing a sustainable HVAC&R design.
- 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&V); Retro-commissioning (RCX); Fumehood Testing (FHT); and Cleanroom Performance Testing (CPT). NEBB also establishes and maintains industry standards, procedures, and work specifications for these disciplines.



A) PROJECT TEAM PERSONNEL

The resumes in this section highlight the careers of the personnel leading the efforts on client projects. They are a diverse group of individuals with specific areas of expertise. Our project managers; public finance professionals; project, energy, and design engineers; and field staff will work to implement the solutions we co-author with clients.



EDUCATION & QUALIFICATIONS

BA, International Business, Spanish
North Central College

20 years with ABM

20+ years of energy related experience

Mark Hawkinson

President, ABM Technical Solutions

ROLE & RESPONSIBILITIES

As President of ABM Technical Solutions, Mark is responsible for leading strategic direction and driving top and bottom-line growth while supporting industry leading teams. These teams deliver Electrical, Energy, EV, Mechanical, Mission Critical, Lighting and ABM's EnhancedFacility programs. These outcome-based solutions drive value for our client partners, creating more efficient, safe, modern, and reliable systems, while generating meaningful financial results, allowing our customers to free up cash flows and mitigate risk.

EXPERIENCE

ABM Industries (2002 – Present)

President, ABM Technical Solutions

Responsible for supporting industry leading teams involving Electrical, Energy, HVAC, EV, Mechanical, Lighting, Mission Critical & EnhancedFacility programs. Previously held roles at ABM: Senior Vice President, Vice President, Regional Sales Director, Account Executive, & Marketing Associate.



EDUCATION & QUALIFICATIONS

Queen’s University, Kingston, Ontario – Mechanical Engineering, Materials, Electrical Engineering

John Abbott College (CEGEP), St. Anne de Bellevue, Quebec – Pure & Applied Sciences

3 years with ABM

19 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

ASHRAE (American Society of Heating and Air-Conditioning Engineers, Inc.) Member, BOMA (Building Owners and Managers Association), Environment and Energy Committee

Association of Energy Engineers (AEE), Certified Energy Manager (CEM)

Eugenio Burnier, CEM

Senior Vice President, West Region
Tustin, CA

ROLE & RESPONSIBILITIES

Eugenio Burnier is responsible for profit and loss (P&L) for all ABM branch locations in the West, including California, Nevada, Arizona, and Texas. Eugenio is focused on growth of existing projects and service locations as well as expansion of services across West Region. He is also proficient in AutoCAD, Mini-tab, Matlab, Engineering Equation Solver, Microsoft Programs, and SAP.

EXPERIENCE

ABM Technical Solutions (2019 – Present)

Honeywell Building Solutions (2011 – 2019)

General Manager, CA (2016 – 2019)
P&L responsibility for California and Northwest Nevada Business. Responsible for the sales, operations of the district.
General Manager – Public Private Partnerships (2014 – 2016)
National Sales Director, Canada (2012 – 2014)
District Sales Leader, Ontario, Canada (2011 – 2012)

Siemens Canada Limited (2009 – 2011)

Business Development Manager

Siemens Building Technologies (2003 – 2009)

Account Executive (2007 – 2009)
Project Manager (2005 – 2007)
Energy Engineer (2003 – 2005)

PROJECT HISTORY

- Lake Tahoe Unified School District, Lake Tahoe, CA – 2021 \$800,000 Million Performance Contract
- El Paso Independent School District, El Paso, TX (Phase 2) – 2020, \$9.5 Million Performance Contract
- Lompoc Unified School District, Lompoc, CA – 2020 \$14.4 Million Performance Contract
- Goose Creek Consolidated Independent School District, Baytown, TX (Phase 2) – 2021, \$860,000 Performance Contract
- Goose Creek Consolidated Independent School District, Baytown, TX (Phase 1) – 2019, \$43 Million Performance Contract
- El Paso Independent School District, El Paso, TX (Phase 1) – 2018, \$10.8 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science in Mechanical Engineering, Georgia Institute of Technology

25 years with ABM (previously Linc Mechanical)

25 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

Association of Energy Engineers (AEE)
Certified Energy Manager (CEM) #9314

E.I.T. in Georgia

Georgia Class II Condition Air Contractor

AL, MS, SC Heating and A/C Contractor Licenses

Rick Goetz, CEM

Vice President of Operations
Alpharetta, GA

ROLE & RESPONSIBILITIES

As Vice President of Operations, Rick Goetz is responsible for overall project management including estimate review, design, scheduling, managing, and overall project delivery. Rick also provides technical solutions development, energy savings management, and measurement and verification analysis.

EXPERIENCE

ABM Industries Incorporated (2007 – Present)

Linc Mechanical (1996 – 2007)

Project Manager

Responsible for management of all project work conducted at location ranging in size from \$5,000 to \$7 Million dollars. Management and delivery of all Bundled Energy Solutions projects conducted at location. Ensure projects delivered in a timely manner and within the timeline negotiated with the customer while maintaining high customer satisfaction. Responsible for monthly project forecasting.

PROJECT HISTORY

- Madison County Schools, Danielsville, GA (Ph 1-5) – 2002-2021
\$31.3 Million Performance Contract (across five phases)
- Northampton County Public Schools, Machipongo, VA – 2021
\$10.8 Million Performance Contract
- Lompoc Unified School District, Lompoc, CA – 2020
\$14.4 Million Performance Contract
- El Paso Independent School District (Ph 1-2) – 2018-2020
\$19.9 Million Performance Contract (across two phases)
- McKeesport Area School District, McKeesport, PA – 2019
\$11.5 Million Performance Contract
- LA ESPC (GSA), Los Angeles, CA – 2018
\$47 Million Performance Contract
- Colquitt County Government Ph 2, Moultrie, GA – 2018
\$4.8 Million Performance Contract
- Lowndes County Schools, GA – 2018
\$9.2 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science, Mechanical Engineering, Georgia Institute of Technology

9 years with ABM

30 years of energy related experience

CERTIFICATIONS & AFFILIATIONS

Member, Energy Services Coalition

Member, AWWA

Member, ASBO

EIT in GA

Joel Lowery

Senior Vice President, Sales

ROLE & RESPONSIBILITIES

As Senior Vice President of Sales, Joel assists ABM's market leaders in the United States to fund clients' critical infrastructure needs.

EXPERIENCE

ABM Technical Solutions (2011 – Present)

NORESKO (2008 – 2011)

Director for Technology Solutions

Started a new division focused on technology and its ability to save operational dollars as well as create new revenue streams for public clients.

Servidyne (2007 – 2008)

Executive Vice President, Sales and Marketing

Created a new solution sales department focused on bundling Servidyne's many business lines, product offerings.

Johnson Controls (1992 – 2007)

Regional Solutions General Manager

Managed solutions business for Southern part of the United States. Had responsibility for Sales and Engineering

PROJECT HISTORY

- Unified Government of Cusseta-Chattahoochee County – 2021
\$5.1 Million Performance Contract
- Colquitt County Government, Ph. II, GA – 2018
\$4.8 Million Performance Contract
- City of Satellite Beach, FL – 2019
\$1.4 Million Performance Contract
- Town of Belleair, FL – 2018
\$1.1 Million Performance Contract
- Town of Lake Clarke Shores, FL – 2018
\$915,240 Performance Contract
- City of Cocoa Beach, FL – 2019
\$1.2 Million Performance Contract
- Colquitt County Government, Ph. II, GA – 2018
\$4.8 Million Performance Contract
- Athens Christian Schools, Athens, GA – 2017
\$1.2 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science, Marketing, Louisiana State University

Master of Business Administration (MBA) University of New Orleans, LA

2 years with ABM

30 years of energy related experience



Lisa Loupe

Vice President, Sales

ROLE & RESPONSIBILITIES

As Vice President of Sales, Lisa is responsible for overseeing sales for clients in the Western U.S.

EXPERIENCE

ABM Technical Solutions (2020 – Present)

McKinstry (2016 – 2020)

Director, Sales and Solutions

Johnson Controls (1993 – 2016)

General Manager, Solutions Sales

General Manager of the solutions sales department focused on bundling many business lines, product offerings. Formerly held positions are Higher Education Sales Manager and Business Development Executive for Bundled Solutions.

PROJECT HISTORY

- Nueces County, TX – 2020
\$32.5 Million Performance Contract
- Lompoc USD, CA – 2020
\$14.4 Million Performance Contract
- El Paso ISD, TX – 2020
\$9.5 Million Performance Contract
- City of Montebello, CA – 2020
\$6.5 Million Performance Contract
- Plumas USD, CA – 2020
\$1.6 Million Performance Contract
- Elgin ISD, TX – 2019
\$8 Million Performance Contract
- Salado ISD, TX – 2019
\$3.3 Million Performance Contract
- Albany ISD, TX – 2018
\$1.5 Million Performance Contract
- Freer ISD, TX – 2018
\$1.5 Million Performance Contract
- Kilgore College, TX – 2018
\$18 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science in Computer Science, Chapman University

U.S. Navy Electricity and Electronics School

2 years with ABM

20+ years of energy and facility system related experience

CERTIFICATIONS & AFFILIATIONS

General Contractor's License (C-10): CA – License #727984

General Contractor's License (B-1): AZ – License #295672

Mike Moriarty

Vice President of Operations
San Diego, CA

ROLE & RESPONSIBILITIES

As Vice President of Operations, Mike provides each project with specialized expertise resulting in success-oriented focus on both the project and client satisfaction.

EXPERIENCE

ABM Industries Incorporated (2019 – Present)

AECOM (2016 – 2019)

Vice President, Operations

Leader in the Power & Energy Services business unit operations of the Design Engineering, Project Management, Construction Management, Estimating, and O&M groups

McKinstry (2009 – 2016)

Business Unit Manager

Promoted to this Leadership Role to revitalize the CA business in a tough working environment. Serve as the vision and strategy leader for the region.

Honeywell Building Solutions (2006 – 2009)

Regional Director, Project Delivery

Provided support as a key member of the integration team for the acquisition of SES to Honeywell. Provided detailed project documentation for review by Honeywell on all potential risks on projects.

PROJECT HISTORY

- Nueces County, TX – 2020
\$32.5 Million Performance Contract
- Lompoc USD, CA – 2020
\$14.4 Million Performance Contract
- El Paso ISD, TX – 2020
\$9.5 Million Performance Contract
- City of Montebello, CA – 2020
\$6.5 Million Performance Contract
- City of Bell Gardens, CA – 2020
\$2.5 Million Performance Contract
- Plumas USD, CA – 2020
\$1.6 Million Performance Contract
- Lake Tahoe USD, CA – 2020
\$1 Million Performance Contract



EDUCATION & QUALIFICATIONS

Eastern Michigan University

Detroit Engineering Institute

Total Technical Institute

26 years with ABM

40 years of energy & mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

Association of Energy Engineers (AEE), Certified Energy Manager (CEM)

CFC Certification (Universal)

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

Mike Galletti, CEM

Vice President, Technical Solutions

ROLE & RESPONSIBILITIES

Mike Galletti leads the national project development team, providing project oversight and ensuring standard operating procedures are adhered to. Develop energy conservation measures for projects and define scope of work with project sales and engineering staff. Develop technical proposal documents incorporating discipline engineering, financial and turnkey service solutions. Coordinate with project management staff to define equipment selection criteria to ensure the final product meets or exceeds the customer expectations. Calculate energy savings from recommended solutions to determine financial payback. Communicate with building management, owners, and engineers to establish viable Energy Conservation Measures.

EXPERIENCE

ABM Industries Incorporated (1995 – Present)

Honeywell (1981 – 1995)

Service Manager

Provided management and support to the company's service teams to redeem booking plans, activity, actual gross profit, and net operating income.

PROJECT HISTORY

- Unified Government of Cusseta-Chattahoochee County – 2021
\$5.1 Million Performance Contract
- Colquitt County Government, Ph. II, GA – 2018
\$4.8 Million Performance Contract
- City of Satellite Beach, FL – 2019
\$1.4 Million Performance Contract
- Town of Belleair, FL – 2018
\$1.1 Million Performance Contract
- Town of Lake Clarke Shores, FL – 2018
\$915,240 Performance Contract
- City of Cocoa Beach, FL – 2019
\$1.2 Million Performance Contract
- Madison County Schools, Danielsville, GA (Ph 1-5) – 2002-2021
\$31.3 Million Performance Contract
- El Paso Independent School District (Ph 1-2) – 2018-2020
\$19.9 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science,
Aerospace Engineering,
Auburn University, AL

14 years with ABM

25 years of energy &
mechanical system related
experience

CERTIFICATIONS & AFFILIATIONS

PE – Virginia, Mechanical
0402-033968

Association of Energy
Engineers (AEE); CEM
#8772

GBE #498, CMVP #4162

Certified Indoor Air Quality
Professional (CIAQP)

American Society of
Heating, Refrigerating and
Air-Conditioning Engineers
(ASHRAE)

U.S. Green Building
Council (USGBC)

LEED-AP, CMVP, EMP,
HBDP, AEE, NSPE;
ASES; ISES; SAME; EMA;
Southface Institute; GSEA;
MENSA

Kevin Brown, PE, LEED AP, CEM, CMVP, EMP, HBDP

Vice President of Client Solutions

ROLE & RESPONSIBILITIES

As the Vice President of Client Solutions Kevin focuses on assessing and improving indoor air quality for our customers. As a member of ABMs Expert Advisory Council we focus on the Enhanced Clean and Enhanced Facility programs, Kevin vets new technologies, learning the nuances, maintenance of, and how to apply and maintain them, and how to prove their efficacy. Kevin helps the ABM team establish better ways to ensure that our customers, and their constituents, feel safe and secure about reoccupying their buildings.

EXPERIENCE

ABM Industries Incorporated (2007 – Present)

Honeywell, Inc. (2006 – 2007)

Performance Contracting Engineer – Federal Team

Assess energy savings opportunities and identify risk factors associated with energy performance guarantees.

Honeywell Atrium (2001 – 2006)

Senior Engineer

Responsible for Energy Awareness Program with Regal Entertainment Group using interval meter data to identify low/no cost savings opportunities.

PROJECT HISTORY

- Colquitt County Government, Ph. II, GA – 2018
\$4.8 Million Performance Contract
- City of Satellite Beach, FL – 2019
\$1.4 Million Performance Contract
- City of Cocoa Beach, FL – 2019
\$1.2 Million Performance Contract
- Town of Belleair, FL – 2018
\$1.1 Million Performance Contract
- Madison County Schools, Danielsville, GA (Ph 1-5) – 2002-2021
\$31.3 Million Performance Contract
- El Paso Independent School District (Ph 1-2) – 2018-2020
\$19.9 Million Performance Contract
- Pulaski County Government, GA – 2020
\$3 Million Performance Contract



EDUCATION & QUALIFICATIONS

BBA, Accounting,
University of Texas at
Arlington

2 years with ABM

13 years of energy related
experience



T. Mike Bailey

Sales Manager
Arlington, TX

ROLE & RESPONSIBILITIES

As our Sales Manager, Mike Bailey works closely with our operations team to ensure the successful delivery of each project, meeting the customers project goals and exceeding expectation.

EXPERIENCE

ABM Building Services, LLC (2019 – Present)

Johnson Controls, Inc. (2008 – 2019)

Business Development, Texas
Responsible for ESCO sales throughout the state of Texas.

Cleburne Independent School District (1993 – 2008)

Assistant Superintendent, Finance and Operations
Responsible for administration of all district finance and the operation of all facilities and ancillary services provided to students.

PROJECT HISTORY

- Nueces County, TX – 2020
\$32.5 Million Performance Contract
- Corpus Christi Independent School District, TX – 2016
\$22 Million Performance Contract
- Alice Independent School District, TX – 2015
\$10.6 Million Performance Contract
- City of Pearsall, TX – 2012
\$3.2 Million Performance Contract
- Canutillo Independent School District (Phase 1), TX – 2013
\$1.5 Million Performance Contract
- Canutillo Independent School District (Phase 2), TX – 2013
\$15 Million Performance Contract
- Nueces County (Phase 2), TX – 2013
\$5.5 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science,
Political Science and
Accounting

Belmont University, TN

1 year with ABM

4 years of energy related
experience

Charlie Dankert

Account Executive
Dallas, TX

ROLE & RESPONSIBILITIES

As an account executive, Charlie helps local governments become more sustainable by financing energy and water conservation improvements of their existing infrastructure. Charlie serves as the liaison between ABM and municipalities to understand their needs and build the best technical and financial solution.

EXPERIENCE

ABM Building Services, LLC (2021 – Present)

U.S. Environmental Protection Agency (2019 – 2021)

Senior Advisor for Budget and Accountability

Advised EPA, White House, and Congress on budgeting, strategic planning, auditing, and continuous process improvement of \$9B+ budget and 13,000+ staff.

The White House, Office of Management and Budget (2017 – 2019)

Assistant for Natural Resources, Energy, and Science

Developed and executed energy and environmental policies in the President's Budget for EPA, DOE, DOI, USDA, NASA, NSF, USACE, FERC, and NRC.

Coordinated Executive Order 13834 *Efficient Federal Operations* with Council of Environmental Quality to increase energy efficiency and operational performance of Federal infrastructure, including through performance contracting.



EDUCATION & QUALIFICATIONS

Bachelor of Arts and
Master's in Counseling

MidAmerica Nazarene
University, KS

1 year with ABM

8 years of energy related
experience

CERTIFICATIONS & AFFILIATIONS

12 years Texas
Independent School
District experience

Texas Energy Managers
Association (TEMA)

Accredited Texas Energy
Manager (ATEM)

Jeremy Wirth

Account Executive
Arlington, TX

ROLE & RESPONSIBILITIES

As an account executive, Jeremy Wirth works closely with our operations team as a liaison to clients in the public sector. This ensures the successful delivery of each project, meeting the customers project goals and exceeding expectations.

EXPERIENCE

ABM Building Services, LLC (2021 – Present)

Grand Prairie Independent School District (2010-2021)

Educator, Energy Programs Manager and Assistant Director of M&O
Responsible for district spend related to energy consumption and the corresponding maintenance and operation of all facilities.



EDUCATION & QUALIFICATIONS

Bachelor of Science, Electrical Engineering (BSE), South Dakota State University, SD

8 years with ABM

33 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

E.I.T. – South Dakota

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

Member, U.S. Green Building Council (USGBC)

Member, American Water Works Association (AWWA)

Association of Energy Engineers (AEE)

Certified Energy Manager (CEM) #10171

Certified Measurement & Verification Professional (CMVP) #6572

Todd Havelaar, CEM, CMVP, LEED AP

Director of Engineering

ROLE & RESPONSIBILITIES

Todd Havelaar is responsible for developing energy conservation measures for projects and defining the scope of work with project engineering staff. Todd calculates energy savings for recommended solutions, determining financial payback. He also develops project measurement and verification (M&V) processes.

EXPERIENCE

ABM Technical Solutions (2013 – Present)

Honeywell, Inc. (1988 – 2013)

Performance Contracting Engineer

PROJECT HISTORY

- El Paso Independent School District, El Paso, TX (Phase 2) – 2020, \$9.5 Million Performance Contract
- Lompoc Unified School District, Lompoc, CA – 2020 \$14.4 Million Performance Contract
- Goose Creek Consolidated Independent School District, Baytown, TX (Phase 2) – 2021, \$860,000 Performance Contract
- Goose Creek Consolidated Independent School District, Baytown, TX (Phase 1) – 2019, \$43 Million Performance Contract
- El Paso Independent School District, El Paso, TX (Phase 1) – 2018, \$10.8 Million Performance Contract
- City of Oroville, CA – 2017 \$3.3 Million Performance Contract
- Ysleta Independent School District, TX – 2016 \$33 Million Performance Contract
- Edgewood ISD, Edgewood, TX – 2016 \$1.3 Million Performance Contract
- Arnot Ogden Medical Center, Elmira NY – 2014 \$8 Million Performance Contract
- Anderson County School District 3, Anderson, SC – 2014 \$5 Million Performance Contract
- Jeff Davis County School District, Hazlehurst, GA – 2014 \$4 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science, Mechanical Engineering (BSME), Purdue University

3 years with ABM

20 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

American Society of Mechanical Engineers (ASME)

Association of Energy Engineers (AEE)

Lucas Price

Director of M&V and Commissioning

ROLE & RESPONSIBILITIES

As Senior M&V Manager, Lucas provides M&V plan development and execution guidance to the ABM M&V team. He also oversees project development and project delivery staff, as well as third-party vendors.

EXPERIENCE

ABM Industries Incorporated (2018 – Present)

Honeywell (2001 – 2018)

Project development and energy engineering

PROJECT HISTORY

- Unified Government of Cusseta-Chattahoochee County – 2021
\$5.1 Million Performance Contract
- Colquitt County Government, Ph. II, GA – 2018
\$4.8 Million Performance Contract
- City of Satellite Beach, FL – 2019
\$1.4 Million Performance Contract
- Town of Belleair, FL – 2018
\$1.1 Million Performance Contract
- Town of Lake Clarke Shores, FL – 2018
\$915,240 Performance Contract
- City of Cocoa Beach, FL – 2019
\$1.2 Million Performance Contract
- Madison County Schools, Danielsville, GA (Ph 1-5) – 2002-2021
\$31.3 Million Performance Contract (across five phases)
- El Paso Independent School District (Ph 1-2) – 2018-2020
\$19.9 Million Performance Contract (across two phases)
- Pulaski County Government, GA – 2020
\$3 Million Performance Contract
- Chattahoochee County School System, Cusseta, GA – 2020
\$5.4 Million Performance Contract
- Grady County School System, Cairo, GA – 2019
\$14 Million Performance Contract
- Georgia Institute of Technology, Atlanta, GA – 2019
\$6.5 Million Performance Contract



EDUCATION & QUALIFICATIONS

Park College, General Curriculum

Air Force Institute of Technology, Contracting

2 years with ABM

21 years of energy related experience

CERTIFICATIONS & AFFILIATIONS

Texas Energy Services Coalition (SECO)

Mexican American School Board Association (MASBA)

Joel Lopez

Account Executive
Irving, TX

ROLE & RESPONSIBILITIES

Joel has spent the last nine years within the K-12 and local government market place in Texas developing comprehensive Energy Reduction Projects implementing lighting and Energy Services delivered through performance contracting. Responsibilities include defining and selling business impact strategies and initiatives, and personally developing and maintaining executive level relationships. Joel is responsible for working with both the customer, as well as Johnson Controls account team to implement a very cohesive solution through Johnson's Control's processes from initial concept through customer implementation and project completion.

EXPERIENCE

ABM Building Services, LLC (2019 – Present)

Johnson Controls, Inc. (2009 – 2019)

Account Executive

Direct Energy, Inc. (2005 – 2009)

Business Development

InLine Electric Solutions of Texas (2000 – 2005)

Business Development

PROJECT HISTORY

- Nueces County, TX – 2020
\$32.5 Million Performance Contract
- Corpus Christi Independent School District – 2016
\$22 Million Performance Contract
- Alice Independent School District, TX – 2015
\$10.6 Million Performance Contract
- City of Pearsall, TX – 2012
\$3.2 Million Performance Contract
- Canutillo Independent School District (Phase 1), TX – 2013
\$1.5 Million Performance Contract
- Canutillo Independent School District (Phase 2), TX – 2013
\$15 Million Performance Contract
- Nueces County (Phase 2), TX – 2013
\$5.5 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science, Electrical Engineering (BSE), University of Buffalo, The State University of New York

2 years with ABM

9 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

Professional Engineering (PE) Licensed in the states of TX – License #139887

Association of Energy Engineers (AEE)
Certified Energy Manager (CEM) #24107

Certified Measurement & Verification Professional (CMVP) #6150

Kevin Wolfe, PE, CEM, CMVP

Project Developer
Dallas, TX

ROLE & RESPONSIBILITIES

As Project Developer, Kevin leads the development efforts for energy savings performance contracting projects. Kevin is responsible for identifying and quantifying energy conservation measures for client facilities. He writes detailed scopes of work and coordinates with internal and external resources for technical solutions. Additionally, Kevin prepares proposal documents and contract deliverables.

EXPERIENCE

ABM Technical Solutions (2019 – Present)

SmartWatt (2013 – 2019)

Energy Engineer and Project Engineer

Develop energy savings performance contract projects. Perform energy audits focusing on mechanical, electrical, water conservation, and controls facility improvement measures. Complete utility data analysis, energy calculations, and facility benchmarking. Project manage the installation of lighting retrofit projects.

Lockheed Martin (2009 – 2012)

Manufacturing Engineer

Managed extensive builds of various tooling and test set equipment necessary to support production. Implemented new manufacturing processes for cables and circuit card assemblies

PROJECT HISTORY

- City of Douglas, MI – 2020 (In Development)
\$5 Million Performance Contract
- St. Joseph County, MI – 2020
\$2.3 Million Performance Contract
- Nueces County, TX – 2020
\$32.5 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science,
Mechanical Engineering,
Georgia Institute of
Technology, Atlanta, GA

3 years with ABM

13 years of energy and
mechanical related
experience

CERTIFICATIONS & AFFILIATIONS

Association of Energy
Engineers (AEE), Certified
Energy Manager (CEM)
#20113

Certified Measurement &
Verification Professional
(CMVP) #6069

Sarah Khor

M&V Engineer
Alpharetta, GA

ROLE & RESPONSIBILITIES

As an M&V Engineer, Sarah Khor calculates energy savings, provides utility bill analysis and regression analysis. Sarah also oversees Measurement & Verification plan development and implementation.

EXPERIENCE

ABM Technical Solutions (2018 – Present)

Honeywell Building Solutions (2012 – 2018)

Energy Engineer

Develop & implement M&V plans in order to verify performance and validate savings from energy retrofit and demand side management projects. Execute and coordinate M&V activities during all project stages. Conduct on-site spot measurements and short term data collection during construction and post-retrofit periods. Prepare and present project progress discussions, savings performance results and energy analysis reports to client.

Facility Strategies Group LLC (2008 – 2012)

Energy Engineer

Provided consulting for energy efficiency and renewable projects. Functioned as the Owner's representative in the review of ESCO audits and Energy Performance Contracts. Performed opportunity assessments, benchmarking analyses, investment grade energy audits, and measurement and verification for multifamily residential sites, schools, and municipalities.

PROJECT HISTORY

- Goose Creek Consolidated Independent School District, TX – 2019, \$43 Million Performance Contract
- Aiken County Public Schools, SC – 2019 \$42 Million Performance Contract Brooks
- Lowndes County Schools, GA – 2018 \$9.2 Million Performance Contract
- Commerce City Schools, GA – 2016 \$5.6 Million Performance Contract
- Irwin County Schools, GA – 2015 \$3.9 Million Performance Contract



EDUCATION & QUALIFICATIONS

Bachelor of Science in Architectural Engineering, University Kansas

2 years with ABM

27 years of energy and mechanical system related experience

CERTIFICATIONS & AFFILIATIONS

Professional Engineering (PE) Licensed in the state of Kansas – License #15609

Association of Energy Engineers (AEE)
Certified Energy Manager (CEM) #5213

Certified Building Commissioning Professional (CBCP) #628

Certified Carbon Auditing Professional (CAP) #236

Doug Mahnken, PE, CEM, CBCP, CAP

Director of Project Development
Kansas City, MO

ROLE & RESPONSIBILITIES

As Director of Project Development Doug leads the engineering team through scope development, pricing and financial modeling. Doug has also assisted as the Engineering Manager, leading development team in determining scope, pricing, savings and overall financial model for each project.

EXPERIENCE

ABM Industries Incorporated (2019 – Present)



Johnson Controls (2012 – 2019)

Regional Engineering Manager
Oversaw project development in region

Innovative Power Solutions (2006 – 2012)

Director of Technical Operations
Oversaw sales, project development and installation

Johnson Controls (1997 – 2006)

Solutions Design Leader
Oversaw energy conservation project development

Energy Masters Corporation (1995 – 1997)

Energy Engineer
Engineering of energy projects

W.L. Cassell & Associates (1994 – 1995)

Mechanical Engineer
Engineering of building mechanical and plumbing systems

PROJECT HISTORY

- City of Bell Gardens, Bell Gardens, CA – 2021
\$5.1 Million Performance Contract
- City of Trinidad, Trinidad, CO – 2019
\$5.1 Million Performance Contract
- Gunnison County, Gunnison, CO – 2019
\$1.0 Million Performance Contract
- University of Arkansas, Fayetteville, AR – 2018
\$2.7 Million Performance Contract
- Kearney USD, Kearney, NE – 2018
\$2.4 Million Performance Contract
- Ashland USD, Ashland, KS – 2017
\$1.9 Million Performance Contract

5. Financial Strength/Bonding Capacity

a. Demonstrate ability to bond savings through third party surety.

FINANCIAL CAPACITY

ABM achieved revenues of approximately \$6.2 billion by faithfully serving over 20,000 nationwide in over 200 metro areas. ABM has 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 are capable of independent growth as well as 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.

Our Annual Reports are posted online:

<https://abm.gcs-web.com/financial-information/annual-reports>

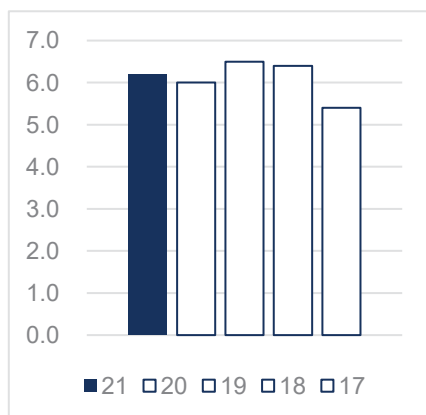
Quarterly press releases can also be referenced at:

<http://investor.abm.com/releases.cfm>

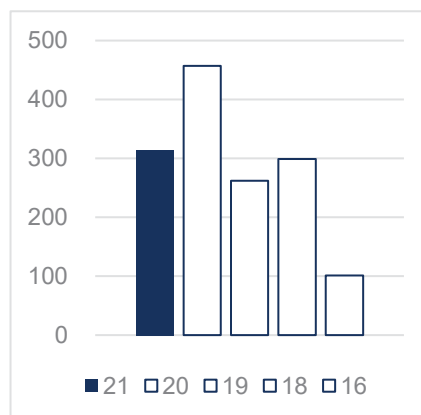
Financial Highlights

Year Ended October 31,

(\$ in Millions)	2021	2020	2019	2018	2017
Revenues	\$6,228.6	\$5,987.6	\$6,498.6	\$6,442.2	\$5,453.6
Net cash provided by continuing operating activities	\$314.3	\$457.5	\$262.8	\$299.7	\$101.7



Revenues (in billions)



Net Cash Provided by Continuing Operating Activities (in millions)

A) THIRD PARTY SURETY



CHUBB®



February 3, 2022

Re: **ABM Building Services LLC**
Surety Prequalification Letter

To Whom It May Concern:

It has been the privilege of the current surety partners Travelers Casualty and Surety Company of America ("Travelers"), Fidelity and Deposit Company of Maryland ("Zurich"), Liberty Mutual Insurance Company ("Liberty"), Westchester Fire Insurance Company ("CHUBB") and Federal Insurance Company ("CHUBB") to provide surety bonds on behalf of **ABM Building Services LLC ("ABM")** for over **Fourteen (14)** years. Each of ABM's Sureties is recognized by A.M. Best with financial strength ratings of Travelers at A++ XV, Zurich at A+ XV and CHUBB at A++ XV, respectively. Additionally, each surety is listed in the Department of Treasury's Federal Register of Certified Companies and is a licensed, admitted surety in all fifty US States. In our opinion, **ABM** remains properly financed, well equipped, and capably managed.

ABM has single project bond capacity in excess of **\$70 Million** and a collective aggregate bond capacity in excess of **\$500 Million**. Total available capacity is in excess of **\$300 Million**.

Please note that this letter is not an assumption of liability, nor is it a bid bond or performance bond. Any request for surety support would be subject to normal Surety underwriting procedures and is exclusively a matter between BrightView and its Sureties. Therefore, there is no liability to you or to any third party if for any reason Sureties do not execute any bonds.

Sincerely,

Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company
Westchester Fire Insurance Company
Federal Insurance Company



Barbara Pannier, Attorney-In-Fact

Aon Risk Insurance Services West, Inc.
707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017 • tel: (213) 630-3200 • fax: (213) 630-7308
License No.: 0363334

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MISSOURI

County of ST. LOUIS

On 2/3/2022 before me, Jennifer Williams, Notary Public, personally appeared Barbara Pannier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Williams
Signature of Notary Public

JENNIFER WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: August 27, 2025
Commission #13520363

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara Pannier** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

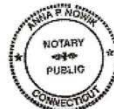
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **February**, **2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan R. SCHWARTZ, Salena WOOD, Thomas U. KRIPPENE, Catherine L. GEIMER, Eric D. SAUER, Christina BARATTI, Jennifer WILLIAMS and Barbara PANNIER, all of St. Louis, Missouri, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

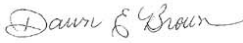
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND



 By: *Robert D. Murray*
 Vice President



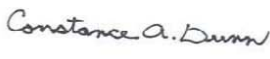
 By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





 Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of February 2022.




By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reports@claims@zurichna.com
800-626-4577



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204826 - 8204826**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pannier; Catherine L. Geimer; Christina Baratti; Eric D. Sauer; Jennifer Williams; Salena Wood; Susan R. Schwartz; Thomas U. Krippene

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2022.



By:
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christina L. Baratti, Catherine L. Geimer, Thomas U. Krippene, Barbara Pannier, Eric D. Sauer, Susan R. Schwartz, Jennifer Williams and Salena Wood of St. Louis, Missouri -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of January, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 14th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **February 3, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Financing Energy Savings Programs

ABM has a strong working relationship with several premier financial institutions, developed through our engineering focus over the years. We emphasize guaranteed saving results, risk management practices, financial strength, and meeting or exceeding all of our contractual obligations on each project. Our projects include Public and Private Education; State, Local (including authorities), and Federal Government; Commercial/Industrial; and Public Housing.

We provide a guarantee of energy savings as part of the program to ensure enough energy and operational savings will result over the term of the program to pay for all associated costs. Costs can include engineering analysis, capital equipment, installation, engineering design, construction management, commissioning, initial training, monitoring and verification, ongoing training, and debt service. If the energy savings fall short of the yearly guaranteed amount, we will provide reconciliation for the shortfall in savings.

We offer a full spectrum of competitive corporate and public finance products:

- Municipal tax-exempt leases with non-appropriation clauses
- Operating leases (taxable and tax-exempt)
- Issue bonds
- Certificates of participation
- Special purpose entities
- Standard capital leases
- State financing programs



Financing Options

We can retain the services of financial specialists, including investment bankers, financial advisors/consultants, commercial banks, and equipment leasing companies. In some cases, ABM finances the projects internally. The selected financing partner must be familiar with energy projects and responsive to the complexities of each individual client and transaction. We require our specialists to provide competitive and timely solutions that effectively meet the needs of all parties.

A specific financing mechanism cannot be determined prior to the final scope of work and cost breakdown. Once completed, the goal of any financing is to capitalize the program offering and repay the entire financial obligation out of realized savings.

We provide a financial solution that, at a minimum, meets the following requirements:

- Compliance with all applicable state statutes and procurement requirements
- No initial capital costs to be paid by clients
- Achievement of significant long-term guaranteed savings
- A budget-neutral or positive net cash flow realized by the project

Financing is not a profit center for us. We do not mark up the financing to clients as part of our commitment to service excellence.

Our approach is to search for grants, state and utility rebates, and special program monies to reduce the cost of the project and arrange financing on any remaining balance. Our Project Finance Manager can act as a facilitator or advisor if a client wants to control the placement of the financing.

We have built relationships with many leading energy project financiers so we can match the capabilities of the financier with the needs of our clients. These relationships include 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).



Equipment Ownership

In most of our financial arrangements, ownership of the equipment is transferred to the owner at final acceptance or when installation is complete. This is the case regardless of whether a client provides financing, or we provide the financing using a tax-exempt capital lease.

The only time ownership does not occur at final acceptance is when “off balance-sheet” financing is being used. With this financing, there is an option to purchase the equipment at its fair market value or renew the contract.

Primary financing vehicles that our clients use:

Issue Bonds – Lowest rates, highest fees. Good for large, long-term projects.

Tax-Exempt Lease – Comparable rates, low/no fees.

- Capital Lease (subject to annual appropriations, on balance sheet)
- Operating Lease (off balance sheet, absolute obligation)
- Done through conduit for Non-Profits.

Energy Services Contract

– ABM underwrites financing. Filed at taxable rates and discounts the payments to a bank or other financial institution at no markup. Can be a good solution for a Non-Profit if a conduit cannot be arranged.

Client Arranges Own Financing

– Master Lease or banking relationship is already in place.

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.

Appendix

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: ABM Building Services, LLC
(Name of Corporation)

Noah Becker certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary) ^{^Assistant}

named as OFFERER herein above; that

Mark Hawkinson
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

[Handwritten Signature]
SIGNATURE

February 9, 2022
DATE

INTEGRATED FACILITY SERVICES

ABM is a single source facility services provider. Should customer facility needs expand, we offer a wide range of services to meet the needs of our clients.

Electrical and Lighting

- Repairs, Replacements and Upgrades
- High Efficiency Lighting Improvements
- Predictive and Preventive Maintenance
- Low- to High-Voltage Testing and Solutions
- Electrical Engineering and Commissioning

Facilities Engineering

- HVAC, Mechanical and Electrical
- Plumbing, Carpentry and Locksmith
- Maintenance, Repairs and Operations
- Handyman Services

Janitorial

- Green Cleaning and Recycling Services
- General Maintenance
- Carpet and Floor Care
- Clean Room and GMP Cleaning
- Staffing and Specialty Services

Mission Critical

- 24/7/365 Facility Operation
- Energy Audits and Optimization
- PM for Infrastructure Upgrades
- Staffing - Government Clearances
- Quality Assurance and Quality Control

HVAC and Mechanical

- Repairs, Replacements and Upgrades
- Preventive Maintenance
- Chiller Services
- Engineering and Recommissioning
- Guaranteed Energy Saving Programs

Landscape and Turf

- Landscape and Grounds Maintenance
- Golf Course Maintenance and Renovations
- Athletic and Sports Field Maintenance
- Irrigation Maintenance and Management
- Exterior Pest and Fertility Management

Parking and Transportation

- Shuttle and Transportation Services
- Valet Parking and Special Event Services
- On and Off-Street Parking Management
- Mobile Phone and Web-based Solutions
- Improved Parking Net Operating Income

Single Point of Contact

Constant, Reliable Service

Reduced Operational & Administrative Costs

Consolidated Invoices & Contracts

Decreased Regulatory & Safety Risk

Mechanical and Electrical Service and Repair

According to the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the number-one way for a facility to sustain energy savings is through a structured maintenance program. By implementing a proactive program, the client can ensure projected annual energy savings and protect the integrity of the assets installed. ABM can train the client’s staff on new systems to ensure all equipment remains operating at optimum performance. As the client’s staff’s comfort level and knowledge of the new systems increase, the potential exists for all maintenance to be brought back in-house and additional savings to be recognized.

We understand the importance of implementing a program that protects the integrity of a customer’s budget. Our aim is to influence all costs associated with owning and operating facilities, including capital, maintenance, energy, and labor. Our program reflects all cost requirements and all funding sources to make a complete solution economically viable.

Why ongoing support is important to us, and meaningful to our clients



Protects customer capital investment



Handles changes in regulations and codes



Promotes environmental control and budget integrity



Minimizes downtime



Maintains system reliability and Indoor Air Quality (IAQ)



Reduces emergency maintenance



Monitors and records maintenance tasks



Specializes maintenance functions



Sustains reduced energy consumption



Establishes best practices



ABM works with clients to customize our implementation plans based on the specific issues and the technologies employed. We develop this plan in acute detail as we work with our clients' staff to gain a clear understanding on how our construction team should interface with staff. ABM will work in strict accordance with the client procedures, rules, and regulations for site orientation and contractor admittance requirements. The safety of staff and our own personnel is of paramount importance.

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

Since ABM is a licensed mechanical and electrical contractor with a large group of service technicians and project installers, we avoid the mark-up stacking scenarios shared by our competitors and maximize the full benefit for the client. Our plan is to use our own employees to install the system most appropriate to meet client objectives. As one of the Nation's largest mechanical contracting organizations, we are able to negotiate the most attractive pricing from suppliers. We will use our national buying agreements with all the major HVAC and electrical manufacturers. We purchase supplies locally, where possible and practical, to provide stimulus to the local economy.

Detailed Project Schedule

ABM will provide a detailed project schedule to illustrate how we build an implementation timeline. We understand the final timeline will require close coordination with the client stakeholders, including administration and maintenance personnel. Gathering the input of all stakeholders will ensure that no surprises occur during the implementation process. We understand the need to stick to firm start and completion dates and can demonstrate numerous successful projects we have completed in the energy savings program setting.

Methods and Equipment

ABM has an outstanding reputation for quality installations and works hard to complete projects on or before schedule. Quality control during fabrication ensures an efficient installation. By fabricating all materials in a regulated environment, ABM can create custom plumbing, process piping, stainless steel piping, and HVAC systems. Fabricating in our shop enables greater control of quality, productivity, and scheduled delivery every time. When we come to the job site, we are equipped to minimize interruptions and downtime.

We are not a product manufacturer. We are completely product and vendor independent, giving our clients choices. We will work with the client to implement equipment and processes that are the right solutions for customer specific technical and financial needs.

When evaluating potential products / manufacturers for any project, we look at all possible quality vendors. Most of our pre-approved vendors have gone through rigorous tests – evaluating efficiency, maintenance and operations, training, and more. We are open to work with any manufacturer, we only ask that we can verify their quality and efficiency.

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:



Ongoing and Preventive Maintenance

Maintenance is the core business of ABM. We firmly believe that performance contracting should be the beginning of a continuous improvement process rather than an isolated project that has a starting and ending point. Our service division plays a key role in starting up new systems and providing the customized preventive maintenance programs that many of our clients use to maintain peak operating efficiency of their new equipment. We understand that quality maintenance plays a significant role in maintaining the lifespan of customer equipment. This is why our service team members, such as the Service Manager and Lead Technicians, are an integral part of the planning, development, and engineering processes.

A proactive operations and maintenance program is vital in minimizing energy consumption and costs associated with the client’s mechanical and electrical systems. Preventive maintenance work should be performed on a fixed schedule and should reflect the unique characteristics of our clients’ buildings, while accommodating future changes to a facility. As primary mechanical and electrical components presently serving the client are replaced under this guaranteed energy savings performance contract, the maintenance staff can direct their attention toward performing any necessary preventive maintenance.

Team Disciplines

Site Supervisor

Provide technical support, jobsite leadership and management to assure a competent, highly qualified work force redeems client commitments in a professional, high-quality and timely manner. Provide hands-on job site installation as required.

Service Manager

Redeem operating unit gross profit objectives through leadership and management of staff while meeting contractual commitments to clients in a timely, high-quality manner.

Project Manager

Plan, coordinate, direct and supervise personnel, subcontractors and vendors ensuring they complete work on time and within budget, for multiple small to multi-million-dollar projects with safety, quality, integrity, and client satisfaction. Provide hands-on job site installation as required.

General Manager

Meet planned growth, profit, maintenance base and client retention goals through leadership and management of staff. Implement the Linc System® while redeeming client obligations in a timely, cost-effective, high-quality manner.

Lead Technician

Troubleshoot, repair, maintain, and install HVAC and related equipment as assigned. Assume day to day coordination of specific agreements or projects as assigned to assure contractual commitments are met in a timely, cost-effective manner.

Service Technician

Troubleshoot, repair, maintain, and install HVAC and related equipment as assigned. Assume day to day coordination of specific agreements or projects as assigned to assure contractual commitments are met in a timely, cost-effective manner.

Installer

Install, retrofit, and replace HVAC and related equipment as assigned in a timely, high-quality manner.



Developing A Maintenance Plan

A Performance Contracting Program is incomplete without planning the services necessary to maintain clients’ facilities. This planning should be an integral part of the development and engineering processes, rather than starting after new upgrades are installed.

Nationwide, we have over 100,000 team members serving 20,000 clients since 1909. We service approximately four billion square feet of facilities and maintain over 70,000 HVAC systems annually. With full HVAC service, HVAC installation, building automation, electrical installation, electrical testing, electrical service, plumbing, and energy services departments, we have unparalleled technical expertise throughout the nation.

Our facility engineers have been designing facility improvement measures for decades, and for the last 40+ years we have been using this expertise to build financially viable, sustainable solutions for our clients through our guaranteed energy savings contracting process. This alignment of in-house expertise means ABM can provide superior returns for our clients, while providing greater quality control because we sub-contract fewer services than anyone else in the industry.

Preventive Maintenance Program

ABM’s Preventive Maintenance Program is the cornerstone of the maintenance program at ABM. We develop the preventive maintenance program using the steps described below. The resulting program database includes detailed task and service frequencies for each piece of equipment in the program and can be downloaded to most maintenance management information systems.

Our Corporate Support Services’ staff uses its Alliance® CMMS software to develop preventive maintenance programs tailored to meet the needs of each client’s site. Our staff has access to a library of standard preventive maintenance procedures for over 200 different items of engineered equipment. These standard inspections are supported by over 4,000 tasks providing an ability to customize each preventive maintenance program. This library grows continually as new pieces of equipment and procedures are added.

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

The items that we consider in designing upgrades to buildings include:

- **A 24-hour service department** that is always available to our clients. A local ABM client service representative handles all calls and coordinates the proper resources for service. In addition, in-house service technicians are available who can answer any questions as they arise to support installations.
- **Preventive maintenance procedures and tasking** for existing and new equipment based on manufacturer recommendations and our vast experience with environment, equipment, and application-specific circumstances. We develop customized maintenance solutions for each program we develop. Each program is different based on the client’s needs, experience, and desire to perform the maintenance.



The ability to summarize and report on a periodic and regular basis is critical to the general building HVAC and mechanical services for the client. This approach has proven to be highly successful in ABM’s vast facility operations and has taken the form of capturing and carefully recording information at an extremely detailed level and summarizing into reports tailored to client’s specific requirements. Data is recorded daily with reports being produced weekly, monthly, quarterly, and annually, depending on the client’s desired requirements. These reports are focused on the goals and policies established by the client.

Program Offerings

ABM offers preventive maintenance and repairs for the client’s heating, air conditioning, and electrical power needs. Our program has the following offerings and benefits:

- Emergency 24/7 service and repairs included in guaranteed plans
- Fully customized plans for customer facilities and business
- Transparent reporting and responsive communications through multi-platform apps
- Refrigerant Management and expert training ensure compliance and workplace safety
- Indoor Air Quality Testing helps maintain healthy, productive environments for our clients’ people
- Monitoring and Recording Maintenance Tasks
- A Firm Dedicated Cost for Maintenance

The Benefits of Preventive Maintenance include:



Saves Money

- Prevents costly repairs
- Saves in utility costs
- Reduces operating costs



Conserves Energy and Improves Performance

- Maximizes efficiency
- Improves system reliability
- Reduces energy use and expenses



Keeps Occupants Happy and Comfortable

- Supports healthy, productive and safe environments
- Helps avoid costly work disruptions
- Addresses issues before they become urgent



More Maintenance and Less Replacements

- Prevents costly repairs
- Saves in utility costs
- Reduces operating costs

Maintenance Contract

Although a maintenance contract is not required for performance contracting projects, we strongly encourage a strong and reliable preventive maintenance program that will expand the lifecycle of customer new or recently updated equipment.

ENVIRONMENTAL SERVICES

Renewable Energy

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

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

Performance Contracting

Financial solutions that help drive costs out of our clients' operating budgets, so they can reallocate capital for facility enhancements.

EV Charging Stations

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

Solar

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



Energy Star®

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

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

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

As an Energy Star® partner, ABM will work with clients to benchmark a building's current performance and develop an energy management strategy to put them on the path to certification. As a long-term partner in energy solutions, we will also continue to provide service on an annual basis to maintain facilities at peak efficiency and preserve or even improve ratings.

Electric Vehicles (EV) and Plug-in Hybrid Electric Vehicles (PHEV)

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

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

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

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

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

We have succeeded in creating industry-first programs and awarded several state EV Grants and EV Installation contracts with many local and federal government clients nationally.



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

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

Solar Power

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



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

Solar – A Bright Idea

- Reduced and/or fixed energy costs
- Insulation from energy market price volatility
- Reduced demand on the energy grid
- Reduced carbon footprint and reliance on fossil fuels



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



NETA Certified High-Voltage Contractor / Power Generation Commissioning

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





ABM Electrical and Lighting provides energy efficient and cost-effective solutions that will enhance both the interior and exterior lighting throughout various facilities.

Our solutions may include:

- Advanced Lighting Controls Installation and Certification
- Electrical Design and Engineering
- Exit/Emergency Lighting Systems
- Group Relamping
- Infrared Thermal Imaging
- Landscape Lighting
- Proactive Lighting Maintenance
- Service Upgrades and Troubleshooting
- Sign Repairs
- Ultrasonic Pole Inspections and Replacement

Lighting Systems

ABM will conduct a detailed, room-by-room lighting survey to assure accurate cost and savings values as well as to clearly understand area-specific challenges. Once we analyze the systems, we may make recommendations for retrofits that will provide energy efficiency improvements while maintaining or improving existing light levels.

Typical lighting retrofits may include:

T-8 Fluorescent Retrofit

Retrofit existing T8 fluorescent fixtures with new LED tube lamps, new electronic ballasts, and reflectors where applicable. 4-Lamp fixtures will be delamped to (3) new lamps where applicable.

T-12 Fluorescent Retrofit

Retrofit existing T12 fluorescent fixtures with new LED tube lamps, new electronic ballasts, and reflectors where applicable. Vapor Tight fixtures will be replaced with new LED fixtures.

Compact Fluorescent Retrofit

Replace existing CFL fixtures with new LED surface mount fixtures.

Incandescent Retrofit

Replace the lamps in incandescent fixtures with appropriate LED screw in lamps. Drum fixtures will be replaced with new LED surface fixtures.

Exit Signs

Exit signs that contain incandescent lamps will be replaced with new LED signs.

Metal Halide Retrofit

Existing metal halide interior fixtures will be replaced with new LED fixtures of similar type.

Exterior Lighting Retrofit

All exterior lighting listed in the scope of work at this facility is planned for replacement LED fixtures. Excluded from the scope are any fixtures that are owned by the utility company.

Excluded Retrofits

ABM will not replace or retrofit existing LED exit signs.

As always with ABM, State and OSHA disposal guidelines will be followed when disposing of any old lamps and ballasts.

Leadership in Energy and Environmental Design (LEED)

Leadership in Energy and Environmental Design (LEED) is the most widely used green building rating system in the world. Available for virtually all building types, LEED provides a framework for healthy, highly efficient, and cost-saving green buildings. LEED certification is a globally recognized symbol of sustainability achievement and leadership.

LEED Certification

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

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

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

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resource efficiency

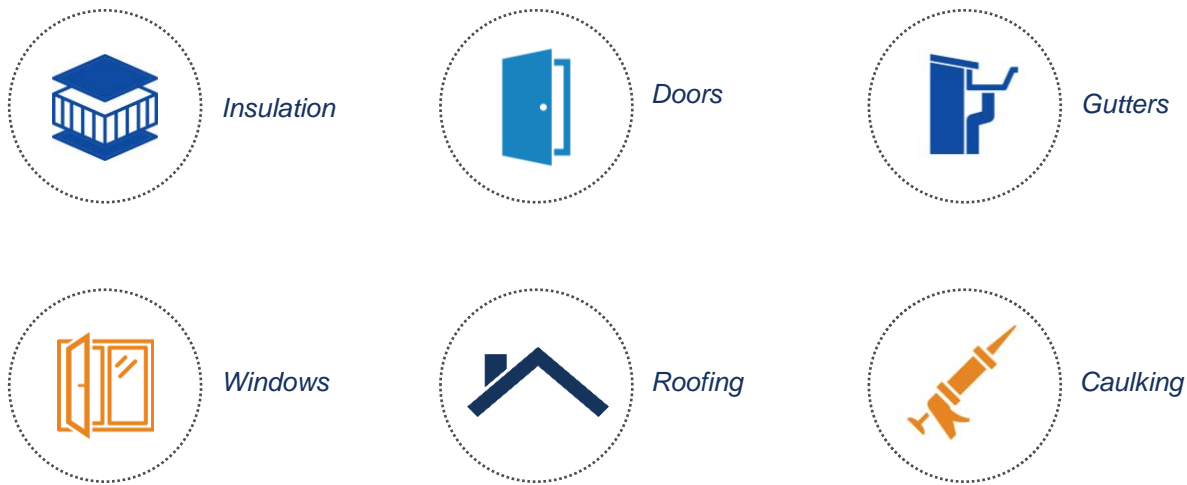


Building Envelope Systems

Every building is made up of elements that contribute to the overall building envelope. Any physical barrier between the interior and exterior of a building is considered part of the building envelope. This includes building foundation, doors, windows, walls, roofing, flooring, siding, and all forms of masonry that are used to enclose the structure.

Variables such as occupancy, equipment, lighting and a properly maintained HVAC unit contribute greatly to the overall performance of any building. Although these variables come into play when measuring building performance, ensuring proper insulation throughout a building is good first step to securing the building envelope.

Evaluation of the building envelope of a facility includes review of:



We are experienced with insulation installation, weatherization, roofing modifications such as reflective coatings and roof replacements, tuck-pointing and restoring brickwork, window replacement, and reflective solar window tinting. Without a properly secured building envelope, outdoor elements including wind, temperature, humidity levels, and even ultraviolet radiation can have a large impact on how the building is performing overall savings generated by our clients.

Operational Savings

Operational Savings are true savings but unlike utility savings, cannot always be quantified through a meter or sensor. Typically, operational savings are verified through historical data such as past invoices for reactive repairs, work orders or through predictive measures such as long-range planning and capital outlay plans.

ABM will follow strict national and state guidelines to ensure that the client can verify and reconcile any operational savings used to justify the financial performance of the project.

The following operational costs will be reviewed and documented by ABM during the PDA:

- Deferred maintenance
- Administrative costs
- Financial restructuring
- Outside contracts
- Parts purchases
- Equipment repairs
- Scheduled/unscheduled equipment replacement
- Manpower

Savings will be calculated based on historical and future predictive data with savings being stipulated based on the collected data. Although the savings are not guaranteed to be met, past performance and expenses are good representations for continued spending habits and expenses. Again, any inclusion of operational savings in the contract will be the decision of the client.

Energy Savings Risk Factor

The industry standard is to produce an annual Measurement and Verification (M&V) report to show achieved savings and measure them against guaranteed savings. If we were to hold a closer tolerance on this process, the client could see a shortfall monthly, but not reconcile the savings until the end of the guarantee period. Additionally, ABM knows that operating parameters change on a monthly basis. The client should not have to inform us of every little change that occurs in a facility.

Assigning Dollar Values to Savings

All utility rates – be it water, sewer, electricity, gas, or fuel oil – have a cost per unit. The unit is dependent upon the commodity as in kWh, gallon, therms, etc.

Depending on the facility and their rate structure, the dollar value assigned to savings could be purely based on cost of kWh, demand charges, and blended rate, which combines both kWh and demand charges. An example savings to dollar value calculation is as follows:

Units saved (kW, gallons, etc.) X cost per unit = \$ Dollars saved.

Operating and capital savings are stipulated based on the client’s audited financials and as agreed during the PDA process.

Following baseline development, the physical audit process is initiated. ABM’s trained Audit Team visits the site and performs an PDA of the included lighting equipment, HVAC controls and equipment, boilers, motors, significant energy consuming equipment and facility grounds. The team we propose to use for this project will include our most senior auditors, who carry a variety of certifications and credentials.

What to Expect from ABM

We are ready to Build Value for Our Clients

Outsourcing facility services is a strategic business decision with many benefits that lead to a single conclusion: making a business more efficient.

Outsourcing can be a competitive advantage because it frees up time and resources that customers can devote to growing their businesses. The following are seven compelling reasons to put facility services into the hands of our trained experts:



Focus on Core Objective

Outsource functions that do not directly support, develop or improve client products or service offerings.



Staffing Scalability

Control operating costs; and avoid the process of recruiting, hiring and training.



Environmentally Friendly Atmosphere

Proven Energy Star & LEED programs.



Vendor Consolidation

Reduce the total number of vendors and transactions.



Reduce Costs

Control operating costs and establish a budget, freeing up capital.



Choose an Expert

Protect the value of buildings, furnishings and other assets.



Peace of Mind

Consolidated billing, web-based service requests, quality control and reporting.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara Pannier** of **ST LOUIS, Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **February, 2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan R. SCHWARTZ, Salena WOOD, Thomas U. KRIPPENE, Catherine L. GEIMER, Eric D. SAUER, Christina BARATTI, Jennifer WILLIAMS and Barbara PANNIER, all of St. Louis, Missouri**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

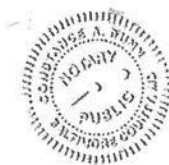
By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of February 2022 .



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204826 - 8204826

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pannier; Catherine L. Geimer; Christina Baratti; Eric D. Sauer; Jennifer Williams; Salena Wood; Susan R. Schwartz; Thomas U. Krippene

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christina L. Baratti, Catherine L. Geimer, Thomas U. Krippene, Barbara Pannier, Eric D. Sauer, Susan R. Schwartz, Jennifer Williams and Salena Wood of St. Louis, Missouri

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of January, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 14th day of January, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature of Katherine J. Adelaar]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 3, 2022



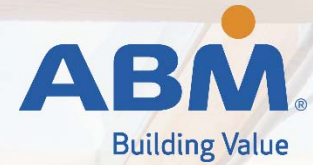
Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



THE INTERLOCAL PURCHASING SYSTEM



Statement of Services

The Interlocal Purchasing System – Energy Savings
Performance Contracts

220104 Addendum 1 (ESPC)

Presented to:

The Interlocal Purchasing System

Presented by:

ABM Building Services, LLC

FEB
18
2022



ABM Building Services, LLC Overview

ABM Building Services, LLC, a division of ABM Industries Incorporated, provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC and Mechanical; Electrical and Lighting; Electrical Power and Mission Critical; and Bundled Energy Solutions.



The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner’s long-term (life cycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate your facility.

Mechanical and Energy

- Preventive and Proactive Maintenance
- Repairs, Retrofits and Replacements
- Guaranteed Energy Saving Programs
- Energy Efficient Solutions
- Sustainable Solutions

Electrical and Lighting

- Repairs, Replacements, and Upgrades
- High Efficiency Lighting Improvements
- Predictive and Preventive Maintenance
- Electrical Engineering and Commissioning

Power

- Reliability Testing
- EV Charger Installation and Services
- Acceptance Testing
- Preventive Maintenance
- Facility System Risk Assessment

Franchising

- Proven Selling, Training and Operational Systems
- Premier Franchisor for Mechanical and Electrical companies
- 269 locations across 18 countries
- Support 1,000+ Service Technicians and 550+ Sales Representatives

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.

ABM Building Services, LLC Capabilities



HVAC and Mechanical - <https://www.abm.com/services/hvac-mechanical/>

- Professional Engineering Support Services
- Programs Management
- Upgrades for Energy Consumption
- Direct Digital Controls
- Sheet Metal Service In-House
- Plumbing and Piping Services
- Process Piping
- Testing and Balancing – Air and Water
- Commissioning – System Startups
- Tenant Space Build Out
- Mechanical Systems Fabrication and Installation
- Energy Management
- Mechanical Design-Build Construction
- Building Automation
- Performance Contracting
- Remote Alarm Monitoring
- C.F.C. Refrigerant Changeovers
- Indoor Air Quality Programs
- Building Operation and Maintenance
- Mechanical Systems Maintenance
- Building Operation and Maintenance
- Facilities Management
- Chiller Services



Electrical and Lighting - <https://www.abm.com/services/electrical/>

- Electrical Troubleshooting and Repair
- Thermal Imaging
- Traditional and Digital (LED) Sign Repair
- Fixture (LED) and Pole Upgrade/Replacement
- Energy/Rebate Program Administration
- Electrical and Lighting Design/Engineering
- Turnkey Electric Vehicle Charging Stations
- Ultrasonic Pole Inspection
- Emergency/Exit Lighting
- Interior Lighting Maintenance
- Exterior Lighting Maintenance
- Electrical Service Upgrades
- Landscape Lighting
- Group Relamping



Electrical and Power - <https://www.abm.com/services/energy/>

- NFPA 70E Compliance Programs
- Acceptance Testing and Commissioning
- Maintenance and solutions of electrical distribution systems from 480 volts to high voltage
- Startup and Commissioning
- Arc Flash Protection Programs
- Power Quality Solutions
- Life Extension, Modernization and Overhaul Services and Solutions
- Customized Training Programs
- Engineering Services
- Reliability and Acceptance Testing and Maintenance
- Electrical Maintenance Programs
- EV Charger Installation and Services
- Mission Critical and 24/7 Facility Service
- Energy Storage Systems
- Solar PV Installation

- <https://www.abm.com/services/lighting/>
- <https://www.abm.com/services/mission-critical/>
- <https://www.abm.com/services/ev-charging/>
- <https://www.abm.com/services/facilities-engineering/>
- <https://www.abm.com/services/integrated-facility-solutions/>