

# UBM Enterprise, Inc. Proposal

For

## **RFP No. 121776 05** **Cleaning Services for Various Facilities in** **Lincoln, NE**

Presented to

State of Nebraska  
Department of Administrative Services  
Materiel Division – State Purchasing Bureau

**Due Date: July 11, 2025, 2:00 P.M. Central Time**

**FROM:**

Jae Song, Chief Regional Officer  
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## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	UBM Enterprise, Inc.
ADDRESS:	11102 Ables Ln. Dallas, TX 75229
PHONE:	(469) 853-6813
EMAIL:	jae.song@ubmhq.com
BIDDER NAME & TITLE:	Jae Song / Chief Regional Officer
SIGNATURE:	
DATE:	7/11/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Same as above
TITLE:	
PHONE:	
EMAIL:	

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
JPS		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is

necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

**K. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. PERFORMANCE BOND**

The Awarded Bidder will be required to supply a certified check or bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$75,000.00. The check or bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**P. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the

contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**S. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**T. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:



1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**V. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
JPS		

#### A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor’s representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder’s solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor’s employees).

If the Vendor intends to utilize any subcontractor, the subcontractor’s level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor

subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

#### **B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

#### **C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

#### **D. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

#### **E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

#### **F. PRICES**

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the initial two (2) years of the contract shall not exceed three percent (3%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. INSURANCE REQUIREMENTS**

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State with a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Vendors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

121776 O5

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
as.materieelpurchasing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

**I. ANTITRUST**

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**J. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

**K. STATE PROPERTY**

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**L. SITE RULES AND REGULATIONS**

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

**M. ADVERTISING**

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**N. DISASTER RECOVERY/BACK UP PLAN**

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**P. WARRANTY**

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**Q. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
JPS		

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

### B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

### C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices are to include the resulting contract number from this solicitation for reference. Services completed at State Patrol Headquarters should send invoices to [Jason.Dean@nebraska.gov](mailto:Jason.Dean@nebraska.gov) and [megan.boyer@nebraska.gov](mailto:megan.boyer@nebraska.gov). Services completed at all other locations in this solicitation should be sent to [SBD.LincolnCampusInvoices@nebraska.gov](mailto:SBD.LincolnCampusInvoices@nebraska.gov). The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

### D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

### E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the agency responsible for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.



# RFP 121766 O5

## Cleaning Services – Various Lincoln Facilities

Bidder Name: UBM Enterprise, Inc.

Location	Address	Square Footage (Daytime)	Square Footage (Evening)	Initial Term Base Monthly Cost
<b>NSOB (Section V.H.)</b>	301 Centennial Mall South	1,412	364,387	\$ <b>32,272.17</b>
<b>TSBC (Section V.I.)</b>	1400 M Street	none	12,210	\$ <b>2,573.83</b>
<b>Executive (Section V.J.)</b>	521 South 14th Street	none	21,420	\$ <b>1,051.14</b>
<b>501 (Section V.K.)</b>	501 South 14th Street	18,910	29,765	\$ <b>13,018.41</b>
<b>1526-FNAB (Section V.L.)</b>	1526 K Street	none	80,807	\$ <b>4,964.94</b>
<b>Ferguson (Section V.M.)</b>	700 South 16th Street	none	6,105	\$ <b>605.99</b>
<b>State Health Lab (Section V.N.)</b>	3701 South 14th Street	none	29,429	\$ <b>5,944.19</b>
<b>Surplus Property (Section V.O.)</b>	5001 S. 14th street	1,493	None	\$ <b>394.56</b>
<b>Whitehall (Section V.P.)</b>	2320 North 57th Street	35,390	57,820	\$ <b>8,317.67</b>
<b>NEBRASKA STATE PATROL HEADQUARTERS (Section V.Q.)</b>	4600 Innovation Drive Lincoln, NE 68521	none	84,000	\$ <b>11,980.40</b>

### A La Carte Items:

Cost per chair for chair cleaning (RFP Section V.G.6.a)		\$ <b>7.00</b>
Cost per square foot for waxing hard surface floors (RFP Section V.G.6.b)		\$ <b>0.27</b>
Cost per square foot for extracting/shampooing carpet (RFP Section V.G.6.c)		\$ <b>0.23</b>
Hourly rate for performing work not noted in RFP (RFP Section V.G.6.d)		\$ <b>25.76</b>
Cost per square foot for Additional Facility (RFP Section V.G.1 – 5)	<i>Cleaning 2 days per week monthly cost per square foot.</i>	\$ <b>0.08</b>
	<i>Cleaning 5 days per week monthly cost per square foot</i>	\$ <b>0.16</b>

# Qualifications

## 1. Company Profile

- **Establishment:** Founded in 1992 in Texas with a rich history spanning over 30 years in the janitorial/custodial sector.
- **Coverage:** We proudly clean in excess of 45 million square feet across the states of Texas, Oklahoma, Arizona, Iowa, Florida, Ohio, and California.
- **Recognition:** Stand as the largest MBE Certified Janitorial Service Provider in Texas.
- **Team Strength:** A robust workforce of over 2,500 dedicated employees.
- **Financial Health:** We're financially solid and stable.
- **Credibility:** An esteemed member of the Better Business Bureau with an outstanding A+ rating. We are also a proud member of The Worldwide Cleaning Industry Association, with the ISSA membership ID 354708, affirming our commitment to excellence and adherence to the highest standards in the cleaning industry.
- **Industry Experience:** We've amassed expertise in providing janitorial/custodial services to diverse sectors, including:
  - Airports
  - Concert/Entertainment Venues
  - Corporate Campuses
  - Educational Facilities
  - Multi-Tenant Buildings
  - Medical Facilities
  - City & County Facilities
  - Retail Malls
  - Hotels & Restaurants
  - LEED Certified Buildings

## 2. Experience in Similar Projects

UBM Enterprise, Inc. is currently providing custodial services for the following multi-site Public Entities:

State	Client	Scope of Services	Tenure
Texas	Dallas County	55 Facilities, 2.2 million sq. ft.	7 <sup>th</sup> Year
	City of Grand Prairie	35 Facilities, 550,000 sq. ft.	7 <sup>th</sup> Year
	City of Waco	40 Facilities, 550,000 sq. ft.	7 <sup>th</sup> Year
	Town of Flower Mound	15 Facilities, 250,000 sq. ft.	10 <sup>th</sup> Year
	City of Desoto	10 Facilities, 200,000 sq. ft.	6 <sup>th</sup> Year
	Town of Prosper	10 Facilities, 120,000 sq. ft.	2 <sup>nd</sup> Year
Oklahoma	Oklahoma County	County Court, 350,000 sq. ft.	13 <sup>th</sup> Year
California	City of San Diego	35 Libraries, 465,970 sq. ft.	2 <sup>nd</sup> Year
	Monterey County	20 Facilities, 300,000 sq. ft.	1 <sup>st</sup> Year
Arizona	Arizona DEMA	14 Facilities, 250,000 sq. ft.	6 <sup>th</sup> Year
	City of Chandler	24 Park Restroom Facilities	6 <sup>th</sup> Year
Florida	Polk County	18 Facilities, 1 million sq. ft.	6 <sup>th</sup> Year
	Lee County	9 Facilities, 600,000 sq. ft.	1 <sup>st</sup> Year
Iowa	State of Iowa	11 Facilities, 1 million sq. ft.	7 <sup>th</sup> Year

## 3. Successful Track Records

### A. City of Gran Prairie, TX

(Janitorial services to 47 city facilities, 700,000 sq. ft.)

- **Initial Five-Year Contract Completion:** Successfully completed the five-year contract, maintaining high service standards. However, the contract was awarded to another vendor in the subsequent bidding process.
- **Re-Award of Contract:** The awarded vendor did not meet the City's expectations and lasted less than six months, leading to another bidding process. UBM Enterprise, Inc. was re-awarded the contract and is currently servicing another five-year term, reaffirming our commitment to exceptional custodial services.

#### B. Dallas County

(Janitorial services to 51 County facilities, 2.3 million sq. ft.)

- **Initial Contract:** Began servicing Dallas County with one group, covering 19 facilities and 100,000 sq. ft., six years ago.
- **Expansion:** Our excellent performance led to the expansion of our services to include all Dallas County facilities, now totaling 50 facilities and 2.2 million sq. ft.

#### C. State of Iowa

(Janitorial services to 16 state facilities, 1 million sq. ft.)

- **Six-Year Contract Completion:** Successfully completed the initial six-year contract, maintaining high standards of service and proactive coordination throughout.
- **Awarded Additional Six-Year Contract:** Due to our excellent performance and proactive approach, we were awarded another six-year contract, including additional facilities, further solidifying our reputation as a reliable and efficient service provider.

### 4. References

#### City of Grand Prairie

**Contact:** Linda Lankford

**Title:** Facilities Services Manager

**Phone:** (972) 237-8072

**Email:** LLankford@gptx.org

**Description:** Janitorial services for 47 facilities totaling 700,000 sq. ft.

**Length of Service:** 7<sup>th</sup> year in service

**Annual Contract Amount:** \$1 million

#### City of Arlington

**Contact:** Jack Choi

**Title:** Custodial Services Administrator

**Phone:** (817) 475-0536

**Email:** Jack.choi@arlingtontx.gov

**Description:** Provided janitorial services for 35 facilities totaling 650,000 sq. ft.

**Length of Service:** Completed 5 year contract.

**Annual Contract Amount:** \$800,000

#### **Dallas County**

**Contact:** Brandon Fitzgerald

**Title:** Operations Manager

**Phone:** (214) 653-6717

**Email:** Brandon.Fitzgerald@dallascounty.org

**Description:** Janitorial services for 50 facilities totaling 2.2 million sq. ft.

**Length of Service:** 6th year in service

**Annual Contract Amount:** \$4 million

#### **State of Iowa**

**Contact:** Cory Paul

**Title:** Custodial Supervisor

**Phone:** (515) 661-8711

**Email:** Chuck.Dunn@flowermound.gov

**Description:** Custodial Services to State of Iowa (Des Moines), 9 Facilities,  
1.2 million sq. ft.

**Length of Service:** 7th year in service

**Annual Contract Amount:** \$1 million

# Work Plan

## A. Project Overview

UBM Enterprises, Inc. acknowledges the State of Nebraska's intent to secure professional janitorial services for multiple facilities. We understand that maintaining a clean, safe, and healthy environment is critical to the operations of state government and the public it serves. Our approach prioritizes responsiveness, consistency, and quality—backed by trained personnel, sustainable practices, and efficient operations.

## B. Scope Work Compliance

UBM Enterprises, Inc. affirms full compliance with the scope of services outlined in the RFP. Our team is committed to delivering consistent, high-quality janitorial services across all designated facilities. Specifically, UBM will:

- Provide comprehensive janitorial services on a **daily, weekly, monthly, and as-needed** basis, in accordance with facility-specific requirements.
- Adhere strictly to all service schedules and cleaning frequencies as detailed in the solicitation.
- Implement robust **on-site supervision**, quality control processes, and safety protocols to ensure performance excellence.
- Furnish all necessary **labor, equipment, and supplies**, including the use of **eco-friendly products** wherever applicable.
- Maintain clear and responsive **communication with State Facility Representatives** to ensure transparency, service adjustments, and issue resolution.
- Deploy supervision hours and cleaning labor consistent with the specifications outlined in the **"NEWEST Revised - Attachment 1 - Facility Stats Cleaning Hours"**, ensuring coverage and compliance at each location.

## C. Staffing Plan

UBM Enterprises, Inc. will implement a structured staffing model designed to ensure consistent coverage and performance across all facilities. Staffing allocations will be based on square footage, task complexity, and the supervision and cleaning hours specified in the **"NEWEST Revised - Attachment 1 - Facility Stats Cleaning Hours"**, ensuring full compliance at each location.

Our staffing structure includes:

- **On-Site Custodians:** Deployed based on square footage and service requirements. Custodial hours will meet or exceed the minimum daily man-hour requirements per facility.
- **On-Site Supervisors:** Assigned according to the supervision hours outlined in the RFP attachment, they will oversee shift operations, perform quality inspections, and ensure adherence to cleaning protocols.
- **Project Manager:** Responsible for managing daily operations across all contracted sites, ensuring coordination of staffing, supplies, service schedules, and issue resolution.
- **Chief Regional Officer:** Provides higher-level oversight, interfaces with State representatives, conducts periodic performance audits, and ensures contract compliance.
- **Back-Up Personnel:** Maintained on-call to ensure uninterrupted service in the event of absenteeism or for special projects and emergency response.

#### D. Management Philosophy

At UBM Enterprise, Inc., our management philosophy revolves around fostering long-term, mutually beneficial partnerships with our clients. We firmly believe that the cleanliness of a building reflects the professionalism of the company it houses. This is why we are dedicated to delivering the highest standard of service and offering cost-effective solutions to meet our clients' unique needs.

We are committed to creating quality job opportunities within our community and maintaining a business culture that upholds honesty and integrity. We place great importance on hiring and training the best employees, ensuring they understand and embody the values that UBM stands for. By doing so, we guarantee that your facilities are managed by a team that truly cares.

Our business model is built upon three key principles: quality control, accountability, and reliability. These tenets form the foundation of our proposal to you. We invite you to explore our references and verify our industry track record, so you can be confident that UBM Enterprise, Inc. is a company built on these vital principles.

#### E. Communications Plan

At UBM Enterprise, Inc., our management philosophy revolves around fostering long-term, mutually beneficial partnerships with our clients. We firmly believe that the

cleanliness of a building reflects the professionalism of the company it houses. This is why we are dedicated to delivering the highest standard of service and offering cost-effective solutions to meet our clients' unique needs.

We are committed to creating quality job opportunities within our community and maintaining a business culture that upholds honesty and integrity. We place great importance on hiring and training the best employees, ensuring they understand and embody the values that UBM stands for. By doing so, we guarantee that your facilities are managed by a team that truly cares.

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#### F. Services for Special Events/Programs

The branch office of UBM Enterprise, Inc. will provide all necessary back up in need of staffing for special events/programs. We will typically have reserve staffing (all background and initial training conducted) which allow us to react in timely manner. We will also utilize on-site custodians with overtime pay. Project Manager will notify Operations Manager in need of any additional staffing then the branch office will prepare staffing with 2 days of initial notification from customer.

#### G. Services for Emergencies/Call Back Work

Emergency Assessment/Work- when there is an emergency situation due to various circumstances, the Project Manager will assess the emergency along with customer's request and categorize by degree of emergency to:

- 1 (Immediate Response)
- 2 (Same day Response)
- 3 (Overnight Response)

For example, if a maintenance related emergency such as floor flooding by pipe breakage, it will be 1 (immediate Response). UBM Project Manager will dispatch emergency crew right away to stop the water from damaging the facility. UBM also guarantees our workmanship and will response to any customer complains in timely manner including during the holidays.

#### **Emergency Assessment Chart**

Degree of Emergency	Response Time
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1 (Immediate Response)	15 minutes-2 hours
2 (Same day Response)	12 hours
3 (Overnight Response)	24 hours

In the event of an emergency UBM has a 24/7 emergency contact line and contingency plan that will help assist our client in timely and efficient manner. UBM's 24/7 emergency contact line is 1-855-243-5273

## H. Absenteeism Preparedness Plan

Supervisors are responsible for submitting daily attendance reports to the Project Manager. In the event of an absence, supervisors will evaluate the impact on the daily workload and decide if it is feasible for the remaining staff to cover the absent employee's duties. Should it be determined that the existing staff cannot complete the required tasks, the Project Manager will liaise with the Operations Manager to arrange for additional staff.

### Handling Scheduled Absences

For absences known in advance, such as vacation time, the process involves preemptively assigning replacement staff to guarantee uninterrupted operations during these periods.

## I. Employee Retention

UBM recognizes that employee retention is the most important factor in ensuring consistent performance and steady costs. Although turnover rates in the cleaning industry are typically much higher than other industries, we have managed to maintain a turnover rate at minimum by focusing two key areas: Hiring the right employee for the position and Getting best custodians to stick around

### Hiring the right employee for the position

**Background Check:** At UBM, we take our clients' comfort and safety seriously. To ensure that we can trust the employees we send into our clients' spaces, we conduct criminal background checks before hiring, and we can perform additional extensive background checks if our clients require them.

**Work experience:** Hiring cleaners with previous cleaning experience will ensure that they know what is required of them. We can also consider individuals with experience in physically demanding jobs.

**Ability to solve problems:** It is likely that even if a team is working in one location, each employee will need to work independently to cover more ground. Therefore,

it is important that each employee is independent and self-motivated enough to solve minor issues without always relying on others.

**Dedication:** We require a team that will show up on time for their scheduled shifts and notify our managers in advance if they are unable to work.

**Friendliness:** If our employees come into contact with our clients, it is essential that they are friendly and approachable to ensure that they do not scare away our clients.

### Getting best custodians to stick around

**Continuous learning:** It is important that our employees continuously familiarize themselves with new equipment and chemicals through regular training to keep up with the latest technology.

**Competitive benefits package:** We offer a competitive benefits package to attract and retain top talent.

**Financial incentives:** We offer financial incentives such as raises and bonuses to reward exceptional performance and motivate our employees to exceed expectations.

**Opportunities for growth:** Many of our managers and supervisors began their careers as day porters or night cleaners. We provide opportunities for growth by promoting outstanding day porters and night cleaners to supervisors, and exceptional supervisors to managers.

## **J. Addressing Employee Performance Issues: Our Approach and Procedures**

**Performance Monitoring:** We continuously monitor the performance of all employees through regular evaluations and feedback mechanisms. This allows us to quickly identify any potential performance issues.

**Constructive Feedback and Coaching:** When a performance issue is identified, we first provide immediate and constructive feedback to the employee involved. Our managers are trained to deliver this feedback in a supportive manner, focusing on specific areas of improvement.

**Personalized Improvement Plans:** For issues that require more than just initial feedback, we develop a personalized performance improvement plan (PIP). This plan sets clear, achievable goals and includes additional training, resources, and support to help the employee meet these objectives.

**Regular Follow-ups:** Throughout the improvement plan period, we conduct regular follow-up meetings to discuss progress, address any new challenges, and adjust the plan as necessary to ensure the employee is on track to recovery.

**Formal Procedures:** If performance does not improve despite these efforts, we follow a formal procedure that may include reassignment, demotion, or, as a last resort, termination. This process is conducted in strict compliance with legal requirements and company policies to ensure fairness and respect for all parties involved.

**Preventive Measures and Training:** We also focus on preventive measures to minimize performance issues. This includes comprehensive training programs, clear communication of job expectations, and a supportive work environment that encourages employees to perform at their best.

## K. Training Program Outline

UBM is committed to hiring the right people. Our interviewing process ensures our employees have the experience and attitude necessary for the cleaning environment, and our Human Resource Department runs background checks on all candidates. Our goal is to have a successfully hiring process so our employees can provide a long term relationships with our clients.

### Training Requirements -

- ☐ New employees:
  - New Hire Training – 12 hours (within 1<sup>st</sup> week of employment)
  - Continuing Education – 24 hours (annual)
- ☐ Current employees:
  - Continuing Education – 24 hours (annual)
- ☐ Supervisors:
  - Continuing Education – 24 hours (annual)



### Benefits –

- ☐ Satisfies LEED training recommendations IEQ 3.1.
- ☐ Provides consistency in the new hire experience and training.
- ☐ Helps new employees feel connected to the corporate office.
- ☐ Project Managers can easily identify employees' areas of least comprehension.
- ☐ Assist Project Managers in holding employees' accountable for their training without disrupting the working relationship.
- ☐ Corporate will be able to:





- Document and track training for every employee.
- Track employee turnover ratio.
- Identify areas of improvement with higher precision.

### Sample Training Program Outline:

- New products and equipment/Equipment maintenance
- Hard floor surface techniques
- Proper chemical use
- Green Cleaning – Microfiber
- Carpet cleaning techniques by IIRCR certified technician
- Bloodborne pathogen prevention
- Anthrax procedures
- Building emergency evacuation procedures

## L. Safety Assurance Programs

UBM is committed to maintaining the highest level of safety policies, with our primary goal being the minimization and elimination of all accidents. It is mandatory for all employees to actively participate in maintaining these stringent safety standards. To achieve this, we conduct inspections and investigations for all accidents and follow up with corrective actions. Safety meetings are an integral part of our mandatory training sessions, where both supervisors and cleaners review safety standards, accident prevention, and other relevant safety topics.

In specific safety measures:

Supervisors will periodically inspect floor friction to prevent slip and falls, utilizing an 825A American Slip Meter. These inspections will occur after floor care has been performed and following the cleanup of major spills.

Our QC manager will conduct safety inspections and check all equipment and chemicals to ensure compliance with safety protocols.

Safety Topics:

- a) We inform all employees about Occupational Exposure to Blood-Borne Pathogens (OSHA: 29 CFR PART 1910.1030).
- b) Protective equipment is provided to all employees, and they are trained on its correct usage. Employees working in areas that require protective equipment must sign an agreement confirming their commitment to use it at all times.
- c) Employees are responsible for cleaning their equipment and work areas and for properly storing equipment.

- d) Policies on handling sharp objects and needles are established and enforced.
- e) In case of incidents involving sharp objects, needles, or infectious materials, employees must report to their supervisor immediately. The Project Manager will also report such incidents to the proper authorities, and immediate medical treatment will be administered when necessary.
- f) Employees receive training on equipment safety, including identifying frayed cords, safety cut-offs, maintaining cleanliness, correct methods for moving or lifting, and proper removal of plugs from sockets.
- g) Employees are trained in the use of floor signs during cleaning, with specific guidelines for different areas, such as public areas, individual rooms, restrooms, and spill response. Proper handling of trash and reporting sharp items or needles is emphasized.
- h) Chemical usage is closely monitored, and employees are instructed never to mix chemicals, always label bottles, refer to the MSDS Book for chemical information, and seek guidance from their supervisor if unsure about chemical usage.
- i) A dress code policy is in place, requiring employees to be in uniform at all times, wear closed-toe shoes, refrain from using cloth shoes, and display name tags consistently. Neat and professional hairstyles are also expected.
- j) Employees are provided with essential information about our facilities, including the Safety Department, Fire Procedures, Smoking Policies, and Hazardous Material protocols, to ensure their awareness of safety measures and procedures in place.

## M. Transition Plan

Pre-start Day 1: First day when notified of award	<ul style="list-style-type: none"> <li>Contract awarded</li> <li>UBM immediately conducts "new start" meeting to plan transition into facility</li> <li>Assign start-up team members for the project</li> </ul>
Pre-start Day 2	<ul style="list-style-type: none"> <li>Review projected equipment and supply list; make revisions as required</li> <li>Order equipment and supplies if needed</li> </ul>
Pre-start Days 2-10	<ul style="list-style-type: none"> <li>Interview and background check for additional staff</li> </ul>
Pre-start Days 11-15	<ul style="list-style-type: none"> <li>Site survey conducted</li> <li>Phase-in plan finalized</li> <li>Back-up staffing planned</li> </ul>

Pre-start Days 16-20	<ul style="list-style-type: none"> <li>• Conduct employee training</li> <li>• Review all work specifications with managers and supervisors</li> <li>• Daily start-up team meetings to ensure all required duties have been completed</li> </ul>
Pre-start Days 21-28	<ul style="list-style-type: none"> <li>• Continue daily start-up team meetings</li> <li>• Review equipment status &amp; complete inventory check</li> <li>• Equipment delivered</li> </ul>
Pre-start Day 29	<ul style="list-style-type: none"> <li>• Final walk-thru of facility with UBM site managers, supervisors and lead staff</li> </ul>
Start date: Day 30	<ul style="list-style-type: none"> <li>• First day of service under new contract</li> </ul>
Post-start date Days 1-30	<ul style="list-style-type: none"> <li>• Review start-up successes or deficiencies with client</li> <li>• Corporate managers tour facilities to determine quality of start-up service, immediately correcting any deficiencies</li> </ul>

If the deficiencies from the previous contract exceed our initial expectations and require additional man-hours to bring the service up to our standard, we are committed to ensuring a smooth transition. In such cases, we will allocate extra staff to the transition team at no additional cost to effectively address and overcome the previous contract deficiencies.

## N. Green Cleaning Program

UBM Enterprise, Inc. champions an eco-friendly stance by employing green cleaning methods. We emphasize the use of sustainable chemicals, processes, and equipment to prioritize the health and safety of our staff, clients, and the larger community while safeguarding the environment. Since 2008, we've innovated comprehensive janitorial programs that accentuate cleaning efficiency without compromising environmental and human well-being. As a testament to our commitment, UBM is an esteemed member of the North Texas Chapter of the USGBC.

At the core of UBM's cleaning practices are environmentally preferable products and equipment. These selections not only minimize risks to individuals and the ecosystem but also attenuate the overall environmental footprint throughout their lifecycle - from production to disposal.

### Understanding Green Cleaning

Simply put, Green Cleaning epitomizes health preservation without jeopardizing the environment. Our guiding principle, "Cleaning for Health and the Environment," seeks to

fulfill green cleaning mandates while curtailing the exposure of our teams and facility users to any elements potentially detrimental to human health or the environment. UBM's strategy stands as a beacon for clients aiming for LEED certification. By integrating benchmarks and practices from LEED-EB editions, Green Seal GS 42 standards for cleaning services, and insights from the Pennsylvania Green Building Maintenance Manual, we've sculpted a top-tier Green Cleaning Program for our associates.







While many conventional cleaning methodologies are effective, green cleaning accentuates the symbiosis of health, environmental responsibility, and aesthetic appeal. In introducing this program, we reiterate that UBM is already proficient in numerous green methodologies.

### UBM's Green Cleaning Program Components:

- Section 1: High-Performance Green Cleaning Program
- Section 2: Healthy High-Performance Cleaning Procedures
- Section 3: Chemicals
- Section 4: Equipment
- Section 5: SAP Order Record
- Section 6: Training Attendance Log Form
- Section 7: Communication - With reference to the APPA Guidelines, we include an Assessment Audit Form.
- Section 8: Staffing

## O. Equipment List







UBM will provide any other equipment, not listed below, if needed to fulfill scope of work requirements. All equipment will be **NEW**. UBM will perform periodic preventative maintenance to all equipment to prevent breakdown and ensure that they are operational and safe to use.

Manufacturer & Model			Green
	Tennant	T5 Battery Powered Walk-Behind Scrubber	
	Tennant	Floor Scrubber FM-20-DS	
	Tennant	Floor Burnisher BR-2000-DC	

	Tennant	EX-SC-1020 Carpet Extractor	
	Tennant	EX-SPOT-2 Carpet Spotter	
	Tennant	Wet-Dry Vacuum V-WD-15S	
	Kaivac	Kaivac 1750	
	Pro-team	Super Coach HEPA Backpack	
	Sanitaire	SC9150A Upright Vacuum Cleaner	

Other equipment: 44 Gl. Trash Can with Dolly, 1 Cubic Yard Tilt Truck, ½ Cubic Yard Tilt Truck, Wet and Closed Signs, Mop Handel with 24 oz. Mop heads, Dust Mop Handle, Dust Mop (5x24, 5x36, 5x48), 18" Window Squeegee, Ladder, Johnny Mop, Hand Brush, Scraper, 32 oz. Spray Bottle & Trigger Set, Extension Cords, Micro Fiber Rags (Blue, Green, Red)

## P. Chemical Supplies List

General Purpose Cleaners			
	STRIDE™ CITRUS NEUTRAL CLEANER		
	ALPHA-HP™ MULTI-SURFACE CLEANER		
Washroom Care			
	CREW™ BATHROOM CLEANER & SCALE REMOVER		
	ALPHA-HP® Bathroom Disinfectant	Environmentally Preferred Product	
Specialty			



	GLANCET™ NON-AMMONIATED GLASS CLEANER	
	CREW™ EMEREL™ PLUS CREME CLEANSER	
Odor Control		
	Good Sense® Odor Eliminator	
Carpet Care		
	HEAVY DUTY PRESpray PLUS	
Floor Care		
	FREEDOM SC Stripper	
	AQUARIA Floor Finish	

☞ Safety Data Sheets (SDS ) will be placed in all janitorial closets where chemical supplies stored.

## Q. Quality Control

At UBM Enterprise, Inc., delivering top-notch service is our primary focus. We ensure consistent quality control performance through unscheduled inspections and regular inspections conducted by the account manager on a daily, weekly, and monthly basis. Our team strives to adhere strictly to our clients' cleaning specifications and address any deficiencies promptly. We take necessary actions at each location to achieve complete success, including:

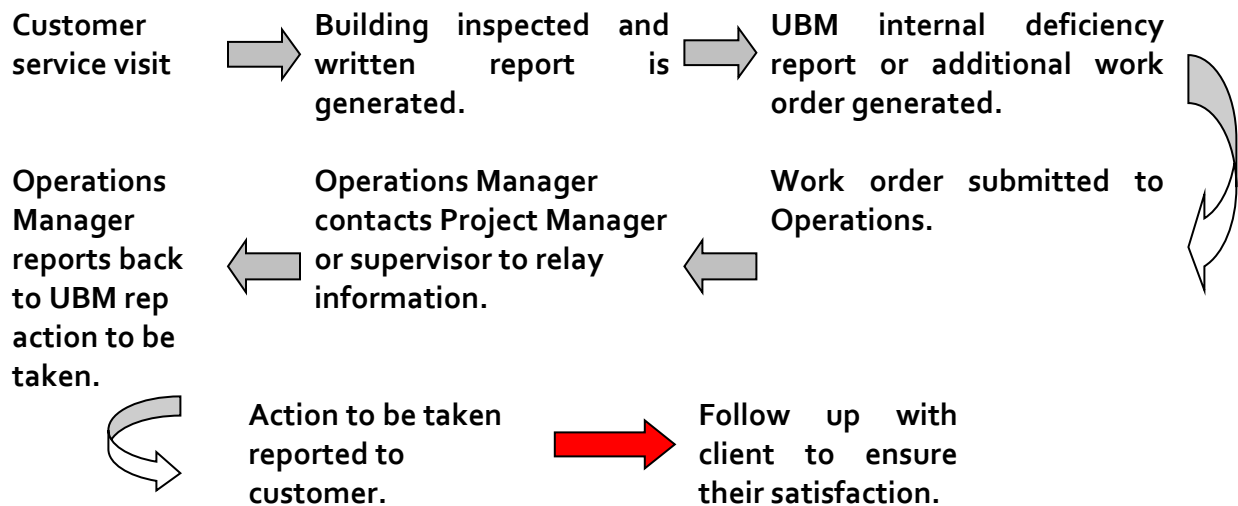
### **1. Implement & Define Contract Expectations:**

UBM's operational and management team will review and define all contract expectations as well as outline the scope of work to be performed in a periodic schedule. This model is helpful to our staff and adds accountability. This planning process provides UBM with a proven track record of providing excellent service that is seamless and meets our clients' needs on a nightly basis.

### **2. Unscheduled Inspections:**

Through unscheduled inspections we are able to measure our performance in order to maintain your building as outlined in the *scope of work*. We utilize these inspections to quickly and accurately take corrective action on all deficiencies.

### 3. Corrective Action Process - Scheduled Inspections:



### 4. Complaints Handling Process:

Customer complaints can be received in person, through email, or over the phone. The Project Manager is responsible for handling complaints initially, and the Supervisor handles complaints as necessary.

The Project Manager reports back to the customer that their complaints have been resolved. If the customer is not satisfied with the resolution provided by the Project Manager, they can escalate the issue to 2nd level managers, such as Corporate Operation Managers or Branch Managers.

The 2nd level managers inspect the site and report back to the customers with their findings and recommendations for resolution.

### 5. Analyzing & Benchmarking:

UBM's operational team utilizes the inspection results to quickly analyze and benchmark the performance of our team at your building so we can recognize where reoccurring deficiencies are happening. Our team can then determine the appropriate method of training needed to correct the deficiencies.

### 6. Re-Inspect & Report:

All reported deficiencies are re-inspected by our team. They will pass inspection only if the corrected deficiency meets the standards as outlined in the scope of work and by our client.

#### **7. Continuous Training:**

To complete our quality assurance model we believe we have to continuously training our employees. At UBM we feel this is what sets us apart from our competition. Continue training measures occur through on-site training as well as online training. Each employee has access to on-line models in English, Spanish and French through Johnson Diversey's on-line training tools. Continuous training helps minimize consist deficiencies and keeps our employees motivated to perform well.

### **R. Performance Enhancement**

- **Established Internal Processes:**

UBM employs structured processes to monitor and enhance performance consistently. These procedures ensure strict adherence to the requirements outlined in the Statement of Work (SOW), driving high service quality and ongoing operational efficiency.

- **Regular Performance Evaluations:**

We conduct regular evaluations to measure individual and team effectiveness, align performance with key performance indicators (KPIs), and provide constructive feedback. These evaluations are scheduled at consistent intervals to identify improvement areas and recognize outstanding contributions.

- **Quality Assessments and Audits:**

We conduct systematic quality assessments and regular audits to confirm compliance with SOW standards and best practices. These evaluations enable us to identify and correct deficiencies proactively, maintaining alignment with contractual and regulatory obligations.

- **Unscheduled Inspections:** Our supervisors perform random quality checks to immediately identify and address any deficiencies.
- **Scheduled Inspections:** Our Project/Operations Manager conducts and monthly scheduled inspections. All findings are documented, and corrective actions are implemented, followed by a re-inspection to confirm standards are met.
- **Performance Improvement Plans (PIPs):** If repeated deficiencies are identified, employees are placed on structured PIPs with clear targets and progress reviews.