

**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:	ABM Industry Groups, LLC
ADDRESS:	5300 S 73 rd Street, Ralston, NE 68127
PHONE:	402 342 1495
EMAIL:	Kerry.Koepp@abm.com
BIDDER NAME & TITLE:	Kerry Koepp, Regional Director of Operations
SIGNATURE:	
DATE:	7/14/2024

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Carson Canada
TITLE:	Business Development Manager
PHONE:	402 452 0817
EMAIL:	carson.canada@abm.com



ABM Response Clarity and Responsiveness to Solicitation 125306 O5

*Custodial Proposal Services for
The State of Nebraska State Patrol A Headquarters*

Presented to:
Kelly Rowlands and Zach Perry | Procurement Contracts Officers
Nebraska State Patrol-Troop A

Driving possibility, together.





July 14, 2026

Kelly Rowlands

Zach Perry

Procurement Contracts Officers

Nebraska State Patrol-Troop A

1526 K Street, Suite 130

Lincoln, NE 68508

Dear Kelly and Zach,

ABM Industry Groups is pleased to submit our proposal for Custodial Services at the Nebraska State Patrol Troop A Headquarters in Omaha, Nebraska (NSP). We appreciate the opportunity to partner with the State of Nebraska in supporting a facility that serves as a critical component of public safety for the citizens of Nebraska.

Your custodial services provider must be invested in your success.

The mission of the NSP is centered on protecting life, enforcing the law, and providing professional public safety services. At ABM, our mission is **to make a difference, every person, every day**. This shared commitment to service, integrity, and accountability creates a strong foundation for a successful partnership. Every day, ABM supports essential facilities where reliability, professionalism, and operational readiness are paramount.

ABM understands that Troop A Headquarters is not a typical office environment. It is a secure law enforcement facility where confidentiality, controlled access, professionalism, and attention to detail are essential. We recognize that custodial personnel work within spaces occupied by sworn officers, investigators, administrative professionals, and visitors seeking public safety services. Our team members understand the importance of maintaining the highest level of discretion while working in sensitive environments where evidence, reports, confidential information, and restricted-access areas must always be respected.

Our approach directly supports the objectives outlined within this Request for Proposal. ABM will provide experienced supervision, qualified personnel, appropriate staffing, and structured quality management to maintain the facility at a consistently high level of cleanliness expected by the NSP. We understand the awarded contractor is responsible for furnishing management, supervision, labor, scheduling, coordination, and quality oversight while maintaining a professional, clean, safe, and presentable facility at all times.



ABM is prepared to support the operational requirements identified throughout the solicitation, including:

- Professional on-site supervision and responsive management available during normal business hours.
- Cleaning is performed between 8:00 am and 3:00 pm, Monday through Friday, unless otherwise specified
- Trained custodial personnel capable of working within secure government facilities and complying with identification, background screening, confidentiality, and facility access requirements.
- Flexible staffing that accommodates daytime cleaning activities, confidential work areas, and changing operational demands.
- OSHA-compliant safety practices, including proper use of caution signage, safe chemical handling, and organized custodial storage areas.
- Detailed quality assurance inspections and documented reporting that support the State's monthly review process, with deficiencies corrected within two business days
- Required monthly report/spreadsheet with completion dates and man-hours
- Customer satisfaction measurement, performance tracking, and continuous communication with Building Division representatives to identify opportunities for service improvements.

As one of the nation's largest providers of integrated Facility Solutions, ABM combines national resources with responsive local leadership. Our Facility Solutions approach focuses on improving health and safety, operational efficiency, occupant experiences, and long-term facility performance. Rather than simply delivering cleaning services, we work alongside our clients as a trusted facility partner committed to supporting their mission every day.

Our proposal reflects a clear understanding of the required daily, weekly, monthly, quarterly, semi-annual, and annual custodial services identified within the solicitation. We recognize that maintaining Troop A Headquarters requires flexibility during seasonal conditions, varying building occupancy, and operational priorities while consistently meeting the performance standards established by the State of Nebraska.

We look forward to discussing how our solution improves efficiency and your employees' experience in the NSP custodial services program.

Sincerely,

Carson Canada
Business Development Manager

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EXECUTIVE SUMMARY

Custodial Services for Nebraska State Patrol Troop A Headquarters



**SUPPORTING THE MISSION.
RESPECTING THE ENVIRONMENT.
DELIVERING EVERY DAY.**



UNDERSTANDING YOUR ENVIRONMENT

Troop A Headquarters is a mission-critical law enforcement facility where security, confidentiality, and operational readiness are essential. ABM understands the unique requirements of secure government environments and is committed to maintaining a clean, safe, and professional space that supports the Nebraska State Patrol's ability to protect and serve the citizens of Nebraska.



OUR COMMITMENT

ABM will deliver dependable custodial services through experienced supervision, qualified personnel, and a disciplined quality management process. We will perform all required daily, weekly, monthly, quarterly, semiannual, and annual services identified in the RFP while ensuring a safe, presentable, and professionally maintained facility at all times.



A PARTNERSHIP YOU CAN COUNT ON

ABM brings national resources, proven processes, and local accountability to support the Nebraska State Patrol. We focus on proactive communication, responsiveness, and continuous improvement to ensure high performance, customer satisfaction, and long-term value.

OUR COMMITMENT TO TROOP A HEADQUARTERS



Experienced Local Management
Responsive supervision and management available during normal business hours.



Qualified & Trustworthy Personnel
Trained team members who meet background screening, identification, and facility access requirements.



Consistent & Flexible Service
Adequate staffing and scheduling that adapts to operational needs and confidential work areas.



Safety & Compliance
OSHA-compliant practices, proper chemical handling, and a safe environment for all.



Quality Assurance
Regular inspections, documented reporting, and ongoing performance monitoring.



Customer Satisfaction
Proactive communication, issue resolution, and continuous improvement in partnership with Building Division representatives.

WHY ABM

With more than 100 years of experience and over 100,000 team members, ABM is one of the nation's largest providers of integrated Facility Solutions. We help government and mission-critical organizations operate cleaner, safer, and more efficiently every day.



OPERATIONAL EXCELLENCE
Disciplined processes, quality inspections, and responsive management ensure consistent results.



SECURITY & PROFESSIONALISM
Respecting confidential, restricted-access areas and maintaining the highest standards of discretion.



SAFETY FIRST
Protecting building occupants and our team members through OSHA-compliant work practices.



PARTNERSHIP
Collaborating with Nebraska State Patrol to identify opportunities and deliver measurable value.



FACILITY SOLUTIONS

ABM at a Glance

Rooted in Commitment Driven by a Pursuit of Excellence

ABM drives the possibility for a healthier, more sustainable world. Our broad team of over 100,000 team members delivers facility, engineering, and infrastructure solutions that make spaces more resilient, intelligent, and connected. We support 19 industries, serving 6+ billion square feet of space every day to improve the health, productivity, and sustainability of the places important to you.



Transforming Spaces and Places



The comfort and safety of shared environments matter. You can count on ABM as your trusted advisor for taking your facility to the next level...and the next.

Championing People



The caring nature of our interactions – with each other, our clients, and our communities defines who we are.

Advancing Sustainability



ABM is working to reduce the impact on the environment, improve energy efficiency, and help clients reach their corporate responsibility goals.

Inspiring Innovation



Changing the way your space operates through tech-enabled solutions.

Driving possibility, together.

ANNUAL REVENUE

\$8.7 billion

SQUARE FEET CLEANED DAILY

6+ billion

AVERAGE ENERGY SAVINGS

32%

FORTUNE 500 CHOOSING ABM

57%

CLIENTS WHO TRUST US

20,000

Strategically Located to Serve You

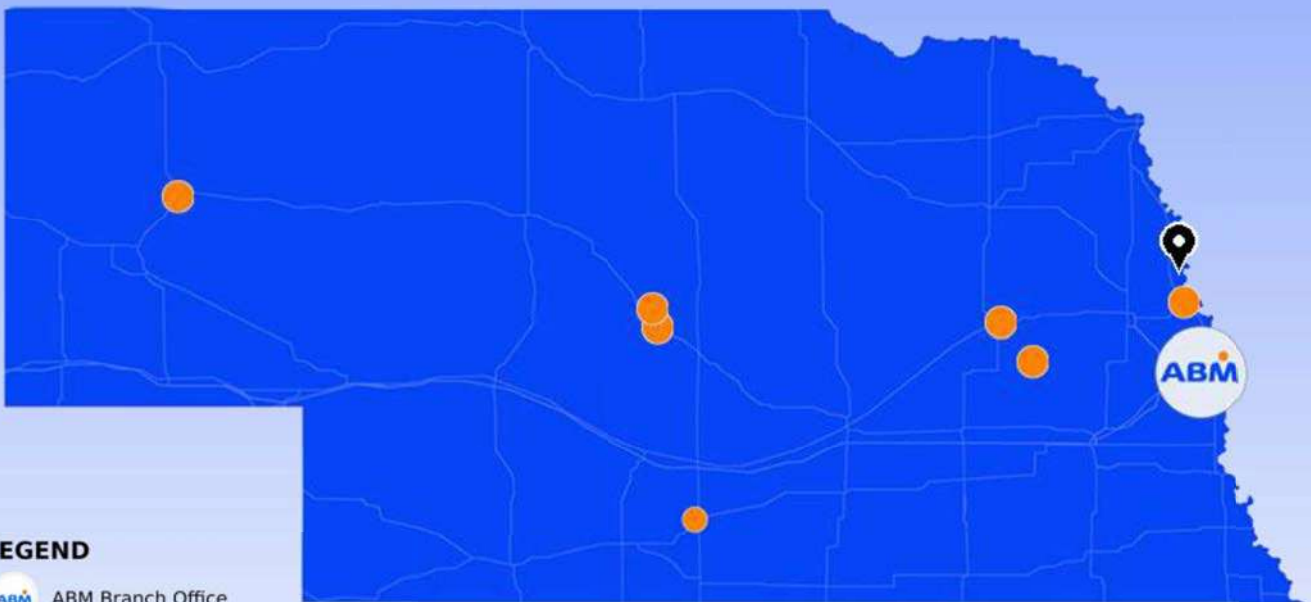
As shown on the map below, ABM's branch office in Nebraska is strategically placed to provide experienced local management, reliable supervision, and a highly skilled service team that delivers personalized service with the scale and infrastructure of NSP.

Nebraska Location

WE ARE WHERE YOU ARE

Ralston -ABM Office

5300 S. 73rd Street, Bay 1
Ralston, NE 68127
Telephone: 402.342.1495



LEGEND

-  ABM Branch Office
-  Nebraska State Patrol A Headquarters
-  ABM Client Sites

Great Lakes and Northeast Region



Danbury, CT	Whitehall, MI	Youngstown, OH
Hartford, CT	Troy, MI	Canonsburg, PA
Newington, CT	St. Clair Shores, MI	Cranberry Township, PA
Wilmington, DE	Golden Valley, MN	Philadelphia, PA
Des Moines, IA	Ralston (Omaha), NE	Pittsburgh, PA
Waterloo, IA	Woodbridge, NJ	Providence, RI
Chicago, IL	Albany, NY	Sioux Falls, SD
Downers Grove, IL	Buffalo, NY	Alexandria, VA
Indianapolis, IN	Hawthorne, NY	Ashburn, VA
Carrollton, KY	Melville, NY	Chesapeake, VA
Louisville, KY	New York, NY	Hampton, VA
Boston, MA	Rochester, NY	Norfolk, VA
Abingdon, MD	Syracuse, NY	Richmond, VA
Baltimore, MD	Canton, OH	Roanoke, VA
Columbia, MD	Cincinnati, OH	Milwaukee, WI
Chevy Chase, MD	Cleveland, OH	Green Bay, WI
Jessup, MD	Columbus, OH	
Lanham, MD	Dayton, OH	

ABM's National Headquarters

One Liberty Plaza, 7th Floor
New York, NY 10006
Telephone: 212.497.0600
Fax: 212.497.0690

ABM Offices Across the Region

180 North LaSalle St
Suite 1400
Chicago, IL 60601
312.541.0050

103 Clermont Ave, Suite 201
Alexandria, VA 20305
703.212.8309

1775 Crooks Rd, Suite B
Troy, MI 48084
248.614.3411

**SQUARE
FOOTAGE
CLEANED**

540M

EMPLOYEES

26,111

CUSTOMERS

3,350

**ANNUAL
SALES**

\$1.2B

Experience in Government

ABM offers services to municipal, county, and state governments buildings across the country. This includes facilities such as libraries, government offices, town halls, city halls, public health centers, community centers, senior centers, fire stations, and police stations.

Similar Clients

The following is a sample of clients similar to NSP that we service:

- City of Charleston, SC
- City of Chicago, IL
- City of Galveston, TX
- City of Hollywood, CA
- City of Minneapolis, MN
- City of New York, NY
- City of Phoenix, AZ
- City of San Diego, CA
- City of Virginia Beach, VA
- Essex County, NJ
- Lowndes County, GA
- Sonoma County, CA
- Washington State's DMV

Associations

ABM is an active, long-term member and participant in the following organizations:

- Building Services Contractors Association International (BSCAI)
- Community Association Institute (CAI)
- ENERGY STAR Partner (ES)
- International Crime Free Association (ICFA)
- International Downtown Association (IDA)
- International Facility Management Association (IFMA)
- International Sanitary Supply Association (ISSA)

References

REFERENCE	DP Management
Location	11850 & 11840 Miracle Hills Drive
Client Contact	Jason Brezenski
Phone / Email	402-983-0820 / jbrezenski@dp-mgmt.com
Square Feet	33,000
Start Date	6/1/2026
Services	Janitorial

REFERENCE	Amazon
Location	8376 N 72 nd Street
Client Contact	Charles Keitel
Phone / Email	402-238-5911 / ckietel@amazon.com
Square Feet	140,000
Start Date	8/13/2025
Services	Janitorial

REFERENCE	BMO Banks
Location	Multiple NE Locations
Client Contact	Toby Hurpek
Phone / Email	402-250-7358 / toby.hurpek@bmo.com
Square Feet	150,000+
Start Date	7/1/2016
Services	Janitorial



Management Support

NSP requires a solutions partner with a team ready to assist. Whether addressing emergencies, managing absenteeism, or delivering specialty services, ABM offers a dedicated local management team backed by comprehensive organizational support.

Our personalized services prioritize client satisfaction, with every service delivered with precision and care. Through the ABM Way, we manage your building services while exceeding performance expectations.

With ABM, NSP gains access to industry experts and local specialists in recruitment, operations, account management, quality assurance, safety, risk management, training, and technical support, providing comprehensive expert care for your facility.

*Helping
you get
every job
done right*

The following outlines the roles and responsibilities of the service personnel who will directly support your account.

REGIONAL AND LOCAL OPERATIONS SUPPORT ROLES

Vice President

- Establishes clear goals and objectives for the region to drive performance
- Implements operational improvement strategies for operational improvement
- Oversees regional and district compliance with company policies and government regulations

Branch Manager

- Recruits, hires, and trains employees, providing a skilled workforce
- Plans, assigns, and oversees work performance through managers, supervisors, and team leads
- Selects and manages subcontractors, when applicable
- Conducts site inspections and verifies compliance with standards and protocols
- Reviews reports, identifies trends, and develops action plans to address issues
- Supervises local inspections, quality control processes, and inventory management for assigned buildings

District Manager

- Oversees inspections, quality control measures, and inventory control of equipment and supplies for the assigned region
- Manages safety programs and conducts monthly safety meetings

Field Operations Manager

- Oversees local inspections, quality control measures, and inventory control of equipment and supplies for the assigned location(s)
- Coordinates and oversees activities within the local area

Project Manager

- Carries out day-to-day operations
- Conducts onsite training
- Serves as immediate, onsite contact

Supervisor

- Oversees and directs daily work activities
- Manages service personnel

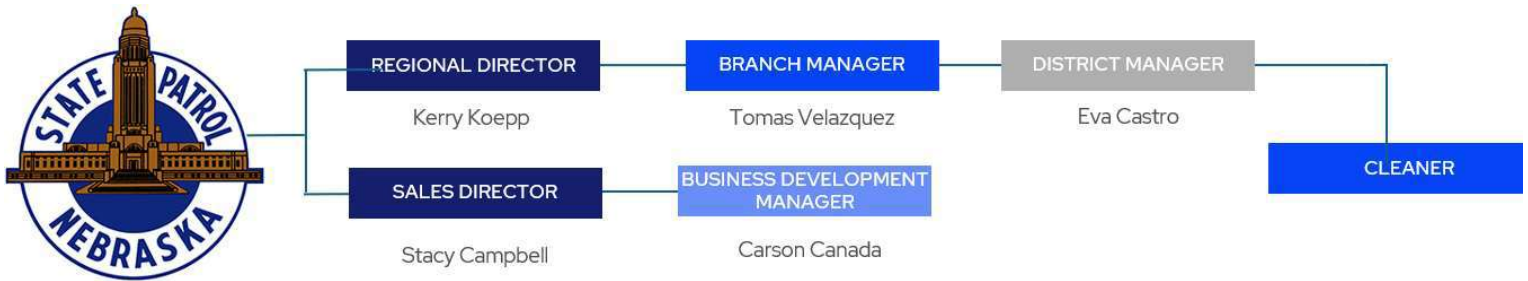
Organized to Respond to Your Needs

Centralized Support

Running an efficient operation requires comprehensive support in transition management, accounting, contract administration, technology, human resources, safety, and labor relations. As part of the ABM Way, our Center of Excellence guides industry best practices so that our clients benefit from the most advanced processes, tools, and technologies. To support NSP, we leverage these resources and subject matter experts throughout every phase of our partnership. This team focuses on delivering high-quality, reliable service tailored to meet your unique needs.

Proposed Support Structure for NSP

Your custodial services will be managed by a team of experts knowledgeable of Government and the local market. The following organizational chart outlines the proposed support team structure.





Our Team Members

Great people are the foundation of our success—and yours. You require the right talent to support consistent, high-quality operations. So, we prioritize finding the right talent, rewarding their performance, and fostering their development. Professionals drawn to ABM’s reputation as a great place to grow are highly qualified, thoroughly trained, and fully committed to your success.



Strategic Workforce Planning

Combining proactive planning with advanced data analytics, the right talent is available when needed. We analyze current and future staffing needs, prevent coverage gaps, and leverage dynamic dashboards to optimize recruitment and retention strategies, delivering the best-fit professionals for your operations.



Targeted Rapid Recruiting

Quickly attracting, identifying, and onboarding qualified candidates using targeted strategies overcomes labor market challenges and provides service continuity.



Seamless Screening and Onboarding

Using tailored assessments, only the best candidates are selected, while proactive management minimizes onboarding delays, providing a smooth transition from offer to start date. I-9 and E-Verify integration provides compliance with hiring regulations, reducing administrative burden.



Comprehensive Retention and Growth

Personalized onboarding, robust training programs, ongoing career development, and consistent recognition reduce turnover, strengthen stability, and enhance team performance.

With our approach, you gain more than a workforce—you gain a competitive edge. By combining strategic planning, efficient recruiting, seamless onboarding, and robust retention strategies, you get:

- Highly skilled, motivated professionals working toward your goals
- Efficient hiring processes to meet market demands
- Customized talent solutions that align with your business needs
- Long-term retention and professional growth that maximizes performance

Demand Forecasting: Anticipating Your Talent Needs

Our end-to-end staffing approach leverages targeted market analysis so that your labor needs are met seamlessly and efficiently. Employing advanced demand forecasting techniques enables us to proactively address staffing challenges, making sure critical roles are filled promptly, minimizing downtime, and optimizing operational efficiency.

- **Current and forecasted open jobs:** We analyze your existing workforce and projected vacancies to maintain a robust pipeline of qualified candidates, so vacancies never disrupt your operations.
- **Anticipated attrition:** Using historical trends and industry benchmarks to forecast attrition rates mitigates costs and maintains stability. This keeps your staffing levels consistent, preserving productivity and minimizing the financial impact of unplanned departures.
- **New business and critical sites:** We prioritize identifying qualified talent to deliver immediate operational success for new contracts and high-priority locations. This agile response allows your business to scale seamlessly without delays in workforce readiness.
- **Additional talent acquisition resources:** We leverage an extended network of resources to meet high-volume or specialized labor demands, so that we can quickly and effectively address fluctuating labor needs, providing high-quality results.
- **Validated potential selections:** We present the most qualified candidates through our rigorous screening and validation processes. You benefit from motivated personnel who align with your operational goals.

By seamlessly integrating these demand forecasting practices into our staffing approach, we secure the right talent for your building, promote workforce continuity, and support your growth. Whether managing ongoing operations or scaling for new opportunities, our proactive labor planning empowers you to perform at full potential with a stable, capable workforce.

Talent Analytics: Driving Performance and Cost Efficiency

Talent analytics provide actionable insights that enhance performance, boost productivity, and reduce costs. Using advanced technology, we identify top candidates, analyze workforce trends, uncover factors that motivate and retain team members, and optimize your staffing outcomes.

Our analytics evaluate employee data across job markets, categories, and industries. By layering insights about our workforce, open positions, median wages, and more, we:

- **Understand retention rates:** Understanding what motivates employees helps us create strategies to engage your workforce and reduce turnover costs.
- **Enhance hiring practices:** Comparing employee data to general market trends allows us to streamline processes and secure talent faster.
- **Save time and resources:** Using precise insights, we can focus recruitment and training efforts where they matter most, maximizing efficiency.

By aligning workforce analytics with your goals, we help you maintain a stable, high-performing team while lowering operational costs. Our commitment to data-driven staffing means you have the right people to drive success across your organization.

Rapid Recruiting: Keeps You Fully Staffed

Our rapid recruiting combines strategic initiatives with tailored solutions to attract top talent to maintain seamless operations and a high-performing workforce. With our approach, your building remains fully staffed and operational using:

- **Standalone hiring centers:** Achieve rapid onboarding through dedicated facilities, streamlining the recruitment process and minimizing downtime, so critical roles are filled quickly.
- **External hiring partners:** Access a broad pool of quality candidates through our trusted partners, reducing the time and effort needed to find the right talent.
- **Custom incentive programs:** Boost candidate interest with tailored incentives that align with your staffing goals, enabling long-term stability.
- **Local sourcing:** Build a workforce that understands your needs by prioritizing local talent, enhancing engagement, and operational alignment.
- **New business launch teams:** Deploy specialized teams to quickly staff new contracts or expansions, to deliver smooth launches and immediate productivity.
- **Sourcing channels and social media:** Leverage diverse platforms and targeted campaigns to connect with candidates efficiently, increasing reach and applicant flow.

Integrating these features with your needs makes sure your building remains fully staffed, cost-efficient, and ready to meet any challenge.

Selecting The Best: Building a Reliable Workforce

Our innovative screening and selection program is tailored to meet industry best practices and your requirements to deliver a dependable, consistent, and productive workforce for your facilities. Our customizable approach identifies the most qualified candidates while enhancing the candidate experience, resulting in a streamlined hiring process that benefits your operations. By partnering with HireRight, we provide the following benefits:

- **Reduced time to hire** by up to five business days allows you to fill critical roles faster and maintain operational continuity.
- **Fast background checks**, averaging six hours, provide you with timely candidate verifications for swift decision-making. (NSP Criminal History Reports five working days before access.)
- **Comprehensive drug screening** with multiple options, including immediate onsite results, provides flexible solutions to meet your compliance and operational needs.
- **I-9 and E-Verify integration** provides compliance with hiring regulations, reducing administrative burden.

- **Expanded background screenings** provide access to thorough criminal and background checks confirming that only qualified, trustworthy candidates join your team.
- **Enhanced candidate support** improves the candidate experience, reducing dropout rates and increasing satisfaction.
- **Candidate care center**, including live chat, email, and phone support, provides prompt assistance to candidates and a smooth and positive onboarding experience.

A robust screening and selection process means your building is staffed with dependable, qualified personnel while improving efficiency and enhancing the overall hiring experience for you and your candidates.

Seamless Onboarding and Retention: Streamlining Processes

We combine candidate engagement, data-driven insights, and personalized action plans to make sure your building is staffed with motivated, dependable team members who are set up for long-term success. Our approach delivers measurable results and enhances workforce stability through the following strategies:

- **Engage candidates during onboarding:** Actively supporting incoming team members increases conversion rates, reduces fallout, and accelerates time-to-start.
- **Mitigate onboarding stress points:** Identifying and resolving challenges during pre-employment and onboarding creates a smooth transition for new hires.
- **Align talent with roles:** Matching the right people with the right jobs and rewarding high-performing team members fosters loyalty and satisfaction.
- **Leverage market analytics:** Analyzing workforce data, including unemployment trends and local demographics, to understand retention challenges and inform solutions.
- **Develop site-specific action plans:** Collaborating with frontline teams to address turnover patterns, implement best practices, and improve retention.
- **Standardize retention processes:** Using an end-to-end approach to drive consistent outcomes, enhance engagement, and make sure the best employees stay with your organization.

These strategies minimize staffing gaps, improve team member retention, and create a stable, high-performing workforce aligned with your operational goals.

Empowering Growth: Building a Skilled and Motivated Workforce

Fostering team member growth delivers enhanced service quality, consistent and reliable operations, and innovative solutions tailored to client requirements. Our commitment to developing our workforce means you receive exceptional service and a trusted partnership.

We encourage team members to outline their career aspirations and collaborate with leadership to achieve their goals. By aligning personal ambitions with company objectives, we create a motivated workforce that drives operational excellence for our clients.

Skill Enhancement

Team members learn new skills and adopt emerging technologies, equipping them to tackle evolving challenges. This continuous improvement translates into higher service quality and efficiency for our clients.

Addressing Individual Weaknesses

Personalized development plans focus on strengthening areas of improvement for team members. This approach creates a well-rounded, capable workforce ready to exceed client expectations.

Motivation and Consistency

We inspire loyalty and dedication among team members through regular performance check-ins, goal-setting, and incentive programs. The result is consistent, high-quality service that meets our clients' needs.

Leadership Development

Opportunities for advancement empower team members to take on leadership roles, fostering a culture of accountability and excellence. This leadership pipeline directly impacts client satisfaction by having experienced and motivated personnel manage operations.

Oversight

The day-to-day execution of our talent programs and initiatives is overseen by our Chief Human Resources Officer (CHRO), who collaborates with our executive team to develop strategies that align with both our business goals and team member expectations. As needed, cross-functional groups and special task forces are established to support these efforts, encompassing members of our HR, Legal, Procurement, Communications, Operations, and Strategy teams.

Guided by our mission and values, ABM has established a dedicated Culture & Inclusion Council to drive measurable improvements in business outcomes, agility, and team member engagement. Strengthening our culture and team member value proposition remains a key priority to promote the effectiveness of our talent programs and initiatives.



Fostering Respect,
Growth, and Safety
for All

We demonstrate respect for every person, every day, by fostering clear career growth opportunities, providing ongoing support for every ABM team member, and maintaining safe working conditions.

Code of Business Conduct (COBC)

Our COBC is the set of foundational standards that uphold our core values of integrity, respect, and accountability throughout our operations. This living system serves as a critical tool to help our team members to recognize, address, and report unethical conduct, driving our culture of honesty and accountability.

No member of the ABM organization is above our COBC, including ABM employees, Board members, and contractors. Oversight efforts are led by the CCO, including annual updates of the COBC and its associated training modules. These ongoing updates keep our COBC compliant with laws and promote ongoing adherence to the highest ethical standards. Changes have to be formally approved by the Board of Directors, reinforcing executive level accountability.

Annual Training and Recertification

All members of the ABM organization are required to complete COBC training each year. The content is updated yearly in alignment with the CCO's updates to address evolving dynamics. Courses include interactive examples of acceptable workplace behavior, appropriate professional conduct, and the prevention of harassment or discrimination. This approach empowers every team member to uphold our standards of ethical excellence.

Topics covered include:

- Conflicts Of Interest
- Fair Dealing
- Insider Trading and Speculation
- Harassment, Discrimination, Workplace Violence
- Antitrust Competition
- Gifts and Gratuities
- Regulations and Policies
- Political Contributions and Activities
- Accounting and Recordkeeping
- Retaliation
- Compliance with Laws
- Corporate Opportunities and Duty of Loyalty
- Protection and Proper Use of Company Assets
- Assistance Reporting Illegal or Unethical Behavior
- Sustainability
- Bribery and Corruption
- Wages, Hours, and Working Conditions
- Health and Safety
- Penalties or Violations and Waivers
- Confidentiality

Quick Reference Cards

COBC Quick Reference cards are given to frontline team members for easy, at-a-glance ethics guidance. These help us be sure important information is always at our team members' fingertips.

We are approaching 100% COBC participation when allowing for new hires and departures.

Whistleblower Policy and Confidential Reporting

ABM maintains several protocols and policies to quickly resolve workplace incidents and make sure our team members are supported throughout the process. We are committed to helping all team members feel safe by providing the resources they need to report ethical issues. ABM strongly encourages our team members to use our Compliance Hotline, which is administered by a third party and is accessible by phone or website.

We give all newly hired team members an information card containing the ABM Compliance Hotline phone number and website.

Other Important Policy Topics

Nepotism and Personal Relationships

ABM's Nepotism Policy discusses the employment of relatives or co-habitants and the related conflicts that can arise. Personal conflicts can negatively impact daily working relationships, and there is potential for conflicts with respect to the hire, transfer, or promotion of any employee related by blood or marriage to an employee or principal of any client, customer, or corporate vice president.

Harassment in the Workplace

ABM's Harassment Policy outlines professional behavior and expectations of all ABM employees. This policy supports our core values and prohibits both illegal conduct and unprofessional, offensive conduct.

Equal Opportunity Employer

ABM is an Equal Employment Opportunity (EEO) and Affirmative Action (AA) employer. We make employment decisions based on merit, utilizing people of all backgrounds who possess the best available skills in every job. Our policy prohibits discrimination based on race, color, ancestry, national origin, religion, creed, age, sex, sexual orientation, disability, marital or veteran status, or any other protected status covered by law.

Termination

Employment with ABM is at-will, and employees are free to resign, with or without reason or notice. The company, likewise, retains the right to terminate employment at any time with or without reason or notice. Types of involuntary termination include:

- **Performance-Based:** Supervisors are responsible for setting clear expectations and providing regular feedback on team member performance. When performance problems arise that adversely affect the quality of work or the work environment, corrective action may be initiated.

ABM'S COMPLIANCE HOTLINE IS ENTIRELY ANONYMOUS, AND IS AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK.

You can reach the hotline:

BY PHONE AT:

US: 1.877.ALERT-04 (1-877-253-7804)

UK: 0800-069-8801

IRELAND: 1-800-903-224

ONLINE AT:

US: ABMHOTLINE.ETHICSPPOINT.COM

UK AND IRELAND:

ABMHOTLINEEUROPE.ETHICSPPOINT.COM

- **Violation of Company Policies:** Our system of corrective action includes documented discussions, written warnings, suspension, and termination.
- **Job Elimination:** ABM will attempt to provide advance notice of restructuring or workforce reduction to help prepare effected individuals. If possible, employees subject to layoff will be informed of the nature and duration of the layoff.

Drug-Free Workplace

We strive to maintain a safe, healthy, and productive work environment. Our Drug-Free Workplace Policy is designed to foster a working environment free from the effects of drug use and alcohol abuse. The policy applies to all employees, addressing topics like employee assistance, prohibited actions, testing, consequences, and confidentiality standards.

Human Trafficking

We believe in the power of fairness and inclusion to make a difference for our clients and the world around us. We strive to make every ABM job site a welcoming environment where each team member feels heard and valued. ABM follows all international labor and immigration laws and does not tolerate the use of child labor, any acts of modern slavery, human trafficking, or other illegal, abusive, or forced labor practices. This includes compliance with internationally recognized laws and regulations in all locations where we operate, regardless of local business customs. We strive to provide safe and secure conditions for those working on ABM's behalf, and we expect all business partners to do the same.

ABM uses E-Verify wherever legally or contractually required. ABM adheres to Equal Opportunity (EEOC) standards and conforms to the Immigration Reform and Control Act of 1986 (IRCA).

Disciplinary Action

ABM determines disciplinary action based on the nature of the performance issue or rule violation and the employee's overall work history. Discipline may include verbal or written warnings, demotion, suspension, or termination, depending on the circumstances.

Before termination for misconduct, an employee may be suspended without pay pending investigation or review. Suspensions for misconduct should be documented in writing and signed by the supervisor and employee. For repeated poor performance, a final written warning is typically issued with the suspension.

Workplace Specific Requirements

- NSP has sole approval of ABM employees in confidential areas
- ABM employees will not handle or read evidence, reports, case materials, or desk/counter materials
- ABM employees will not use State phones, copiers, or office machines
- ABM employees will have no access to excluded/highlighted areas in Attachment A

Uniforms and Identification

As part of your team, we represent you, and our team members must maintain a professional image in your facility. Our team wears a standard uniform, which was thoughtfully designed with direct input from frontline operators to deliver quality, comfort, proper fit, and functional performance.

Team members are responsible for keeping their uniforms clean, functional, and well-presented. ABM managers regularly inspect the uniform appearance, and we immediately provide any necessary replacement items.

Our agreement with our primary supplier, Cintas, a leader in the uniform industry, allows us to offer a wide range of well-made, high-quality apparel. Depending on NSP's requirements, typical uniforms may include:

- T-shirts, knit polo shirts, and slacks
- Windbreakers, parkas, or other outerwear
- Smocks and aprons

*All ABM Employee IDs (official photo ID) will be displayed at all times and are not to be shared with anyone. This is a part of their uniforms





Training and Development

New Hire

New hire training equips team members with the skills and knowledge to excel in their roles and embody ABM's core values. This assures they deliver high-quality service from day one.

Training Topics

- **Site-specific rules and regulations** – Assures compliance and safety on every job site.
- **ABM policies and procedures** – Provides a consistent framework for exceptional service.
- **Basic job training** – Builds foundational skills for success.
- **Task demonstrations** – Enhances understanding through hands-on learning.
- **Visual inspections** – Reinforces quality assurance practices.

Recurring

Recurring training fosters continuous improvement, motivation, and top-tier performance. We track compliance through attendance, job evaluations, and skill assessments, using performance reviews to drive personalized coaching and growth.

Training Topics

- **Specialized certifications** – Empowers employees to meet unique client needs.
- **Interdisciplinary training** – Enhances versatility and cross-functional capabilities.
- **Specific job functions** – Sharpens expertise for complex tasks.
- **Career development** – Supports long-term professional growth.

Management

Management training develops confident, skilled leaders who elevate team performance and deliver exceptional client service.

Training Topics

- **Business acumen** – Enhances decision-making and strategic thinking.
- **Client service** – Builds client-centered approaches for satisfaction and retention.
- **Communication skills** – Improves team collaboration and client interactions.
- **Employment law and supervisory** – Assures compliance and ethical leadership.
- **Software training** – Boosts efficiency and technical proficiency.
- **Safety certification courses** – Promotes a safe and compliant

How We Deliver Service Excellence

Making a Difference for NSP

NSP needs a facilities partner who can **drive possibilities** by reducing operating expenses while keeping your building safe, clean, comfortable, and energy efficient. Choosing ABM allows NSP to focus on its core business, while we concentrate on the needs of the facility. As part of the *ABM Way*, our proposed solution is grounded in industry best practices and our 117 years of experience in providing similar services to clients within the same industry. We combine our knowledge and expertise to create a program specifically designed to meet your service needs.

NSP benefits from our dedicated management team, local resources, and unmatched industry expertise. We offer our clients the following:

1. Guaranteed Energy and Sustainability Solutions

NSP's sustainability objectives become ours. We help you attain short-term goals, such as green cleaning, while also helping you establish and meet long-term goals for water efficiency, energy consumption, materials, and resources. Certified LEED APs are ready to work with you on specific plans to update your systems and increase efficiencies to meet your sustainability goals.

2. Consistent High-quality Service Delivery

ABM creates an operations playbook that includes standard operating practices (SOPs) around service delivery, operational execution, and customer service. This helps us provide the excellent service you require. All necessary information will be documented within the playbook including benchmarks and best practices, to produce the most successful outcomes for effective, positive client engagement and service delivery.

3. Self-performance and Industry Expertise

Through self-performance, we deliver quality, cost-effective, consistent services using our highly qualified employees. We have the expertise to understand your industry and empower our workforce to provide you with reliable, high-quality customized services. With our nationwide presence, we have local experts who understand your unique market needs.

4. Technology-enabled Workforce

In addition to intensive training, our team uses our award-winning, innovative technology to drive efficiencies, lower costs, and promote compliance. We streamline service delivery by using technological tools that allow both NSP and ABM to have greater access and transparency to your facility. The sooner we identify an issue, the faster we address it.



Service Delivery

Using information gathered from our facility walk-throughs and specifications provided by NSP allows us to customize a plan that specifically addresses your requirements while taking advantage of our proven, documented methods.

Program Development

ABM's unique process for building janitorial programs in Government uses the following proprietary assessment tools to develop customized programs for our clients:



Facility Survey

The first step in developing a janitorial program is the facility survey. It entails physically inspecting every area to collect critical information on work specifications, shift-day coverage, square footage, types of floor surfaces, etc.



Standard Hours Value Analysis

Utilizing the data collected during the facility survey, we categorize the cleaning plan based on the statement of work to determine the proper workload. This step provides the recommended level of labor hours to efficiently perform the janitorial program.



Labor Deployment Plan

Using the Standard Hours Value Analysis, the next step of the process is the creation of a plan, which illustrates total hours, day coverage, shift coverage, and labor costs associated with the services to be performed. We also identify areas for possible improvements to the janitorial program.



Capital Investment Strategy

The final step in formulating the janitorial program is the development of an investment strategy for all equipment, chemicals, and supplies.

Merging the power of our workforce with innovative technologies and efficient processes, we bring the future of facilities management to your business.

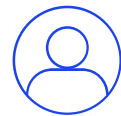
Corporate Sustainability

At ABM, ethical and responsible operations are foundational to how we do business. We are committed to creating a healthier, more sustainable world by reducing our environmental impact and helping our clients do the same. Our sustainability program focuses on three core areas:



Purposeful Operations

We drive measurable environmental progress using leading reporting tools and publicly share our results. We track key metrics such as waste, carbon emissions, and resource use, supported by a multi-year carbon reduction roadmap that includes fleet decarbonization and renewable energy initiatives.



People-Centered Culture

Our team members are central to our success. We foster an inclusive, empowering culture that supports growth and career development, while extending our impact through ABM Cares philanthropy, volunteerism, and strategic partnerships.



Leading with Honesty and Integrity

For more than a century, ABM has upheld strong governance, compliance, and ethical business practices across our operations and supply chain. As we adopt new technologies, we maintain best-in-class compliance standards to protect our clients, people, and communities.

Our full sustainability report is available on our website [here](#).

*ABM is proud to be the first company to be certified
ISSA CIMS Green Building + Sustainability with Honors*



ABM Cleaning Methodologies

Green Cleaning Brings Value

ABM's green cleaning program creates a cleaner, healthier, and more sustainable environment for your building. As a member of the U.S Green Building Council, we offer a customizable program that supports your goals, reduces risk, promotes wellness, and helps earn credits for both LEED v4 and WELL Building certifications.

ABM is proud to be the first company ever to be **ISSA CIMS Green Building (GB) + Sustainability with Honors certified**. This certification underscores our leadership in environmentally responsible practices and our commitment to helping clients meet their sustainability goals without compromising service quality or safety.

Certified Products, Proven Practices

We use more than 90 percent green-certified cleaning products that meet or exceed standards from:

- Carpet and Rug Institute
- Environmental Choice
- Environmental Protection Agency
- Green Seal
- U.S. Green Building Council

We use advanced, environmentally responsible cleaning solutions such as Accelerated Hydrogen Peroxide—which breaks down into oxygen and water—and Odorbak Tec, made with renewable energy and packaged in refillable containers. In the U.S., we partner with Georgia-Pacific to provide 100 percent recycled paper towels, and we prioritize ergonomic equipment, microfiber tools, and low-noise vacuums to enhance indoor air quality while minimizing disruption.

Sustainable Results that Last

These combined efforts protect building materials, reduce operating costs, and support long-term sustainability goals.

Certified Products for Sustainable Results

We deliver green-certified chemicals, paper, and equipment, prioritizing products with recognized environmental labels.



ECOLOGO

Promotes rigorous standards for safety, performance, and efficiency



GREEN SEAL

Minimizes environmental impact through a product's life cycle



GREENGUARD

Identifies products with low chemical emissions to support indoor air quality



BIOPREFERRED

Encourages use of renewable, biobased materials from plants, marine sources, and forestry

Equipment

High-Performance Vacuums

ABM utilizes high-performance vacuums that have received the Carpet and Rug Institute's (CRI) Seal of Approval, which encompasses backpack vacuums, dual motor uprights, and wide area vacuums. These vacuums are 96% more efficient than traditional models in containing particulates as small as 0.3 microns, while humans can inhale particulates up to 10 microns. As a result, the air stays cleaner, furniture and carpets collect less dust, leading to enhanced indoor air quality for the occupants of your building.

- **Backpack Vacuums:** These highly efficient, lightweight vacuums allow service workers to vacuum more than twice the area in a given timeframe. Independent tests have shown that they match or exceed the commercial upright vacuum in removing soil. Backpack vacuums are typically used in cubicle spaces and open areas as well as on hard surfaces.
- **Dual Motor Uprights:** Versatile and equipped with easily accessible on-board tools, these vacuums are used in hard-to-reach areas and detail cleaning. These machines are traditionally used in high-traffic areas, entrances, lobbies, and elevators.
- **Wide Area Vacuums:** Wide area vacuums provide labor efficiencies as they clean large areas quickly and effectively. They are typically used in corridors, aisle ways, and concourses.

ABM is a
Certified Seal of
Approval Service
Provider by the
Carpet and Rug
Institute



High-Performance Carpet Extraction

By using carpet extractors that meet the CRI Seal of Approval, we know these machines exceed the average soil removal and water removal levels of traditional machines. This provides a cleaner environment and a longer lifespan for your carpet.

- **Compact Extractors:** Allow for full-size cleaning in smaller areas throughout the building, typically in individual offices, cubicles, and entryway mats.
- **Walk-Behind Rider Extractors:** Allow for efficient carpet cleaning in larger carpeted areas, typically in larger corridors, lobbies, and similar-sized common areas.



Hard Surface Floor Cleaning

ABM uses various equipment types when maintaining hard-surfaced flooring. Technological improvements have made this equipment more durable and efficient while bettering its “green” attributes. Reduced sound levels and active dust control are all examples of sustainable improvements to the equipment.

- **Floor Machines:** Sometimes referred to as “Slow-speeds” or “Side-by-Sides,” these machines scrub, strip, and polish with a brush or pad. Floor machines are used in a wide variety of spaces and on a wide variety of floor types.
- **Orbital Floor Machines:** These machines incorporate a square head and orbital motion to allow fast, chemical-free removal of floor finish, including the corners and edges. As needed, additional pads allow sanding/screening of wood floors, concrete cleaning, stairwells, etc.
- **Burnishers:** We use burnishers that are equipped with active dust control, preventing the introduction of dust into the air. We match the pad, burnishing speed, and floor finish to make sure the floor has a uniform shine or polish.
- **Scrubbers:** Walk-behind and rider scrubbers allow for high production hard surface floor cleaning. These machines efficiently dispense the appropriate cleaning solution, scrub the surface clean, and recover the solution and dirt all in one pass.

Hand Hygiene

Hands-free dispensers reduce the potential for the spread of bacteria because they reduce the number of touch points in your restrooms and break areas. They also reduce waste because they control the amount of product each user receives. We can provide educational posters and other materials to display that promote healthy hand hygiene practices.

Current Equipment

If the current equipment has not reached its end-of-lifecycle, ABM will implement practices, such as regular preventive maintenance, to try to extend the life of the equipment.

Microfiber Technology

Microfiber technology is another important feature of the ABM janitorial program. Microfiber cloths, dust sleeves, and flat mops improve dirt/dust collection and reduce landfill waste. Important considerations when implementing a successful microfiber program include:

- Establishing a convenient and cost-effective laundering solution for microfiber
- Soiled microfiber cloths are exchanged for clean microfiber cloths to provide the highest absorbency rates and allow the microfiber to take up the most dust and dirt
- Proper training and enforcement are required so employees fold and re-fold cloths to efficiently use all eight cleaning sides, as well as exchanging flat mops and dust sleeves promptly

ABM adopts the following color coding to reduce the likelihood of cross-contamination:



- **Blue Cloths** – For use on restroom counters, fixtures, mirrors, damp dusting, etc
- **Red Cloths** – For use on toilets, urinals, etc. only
- **Red / Red Trimmed Flat Mops** – For restroom floors only
- **Green Cloths** – For general cleaning
- **Green Dust Sleeves / Mitts** – For general dusting
- **Green Flat Mops** – For general sweeping and damp mopping

Additional colors are available when necessary (i.e., food preparation areas)

Entryway Matting Program

To minimize dirt and allergens in your facility, we will implement a comprehensive entryway mat system designed to capture up to 70% of particulates, moisture, pollutants, and dirt from shoes. Our approach includes using high-quality matting that effectively covers high-traffic areas. The mats will be wide enough to accommodate the entryway and long enough to allow for a minimum of two footfalls per foot, typically around 10 feet in length. This engineered solution helps to reduce slips and falls while preventing airborne contaminants, contributing to a cleaner and safer environment.

These proactive measures will not only lower cleaning costs but also extend the lifespan of your flooring. We will provide regular cleaning of the mats to maintain their effectiveness, contributing to a cleaner and safer environment for everyone in the facility.

Driving Successful Mobilizations

A successful mobilization creates the foundation for long-term operational excellence. ABM's structured five-phase mobilization approach delivers a seamless transition, minimizes disruption, and establishes a clear path to continuous improvement.

From planning to transformation, we actively engage key stakeholders, establish clear communication, and focus on continuous improvement to achieve operational excellence. We pledge an efficient mobilization process built on trust, enhanced transparency, and engagement with operations beyond the Go-Live date.

Phased Mobilization: Timeframe and Milestones designed to meet your needs



1. Planning

- Initiate mobilization process once contract / LOI are received
- Develop and finalize mobilization strategy, timeline, milestones, and deliverables

2. Validation

- Align contract complexity with scope (SOW)
- Validate data, review assumptions, and conduct site walks
- Analyze new findings and assess scope or baseline budget impacts

3. Transition

- Deploy functional departments and workflow leaders
- Apply proven project management process & tools
- Operationalize SOW, set standards, onboard personnel
- Engage vendors and manage subcontractors

4. Stabilization

- Normalize daily operations, optimize performance, refine processes, and communicate changes
- Track and report performance metrics, engage with project manager

5. Transformation

- Identify and implement new innovations, technologies, and for ongoing improvements
- Develop action items and timelines through continued stakeholder discussions

One Team Approach

The secret to our smooth mobilization process lies in our close collaboration with clients. We actively engage our leadership, support teams, functional departments, and operational support members at all levels. Our transition project manager leads the team to deliver the contracted scope of work, implement processes, and deploy tools for efficient day-to-day operations.

We strengthen our partnership by involving client change champions – client representatives who share insights into the current state, company culture, processes, and governance. This cooperative approach assures a strong partnership from the start.

Business Development

Engagement ensures seamless understanding of contracted scope and knowledge transfer to Transition & Operations Team.

Client Change Champions

Educates the transition team on current state, culture, process, relationships and governance.

Ops Support Team

Brings best in class process and solutions for each work stream.

Talent Acquisition & HR

Supports Operations with staffing strategy, recruitment, and onboarding.



National, Regional & Local Ops Teams

Coordination of service delivery and staffing from National and Branch office locations.

Transition Project Manager

Provides governance and is responsible for successful oversight of all transition activities.

Sample Mobilization Plan

Following the selection of ABM as your service provider, we execute a tailored mobilization plan aligned to your operational requirements. This includes deploying dedicated functional teams, applying proven project management tools, operationalizing the SOW, onboarding personnel, and managing vendors and subcontractors. The chart below outlines key milestones and timelines for service implementation.

TASK	WK 1	WKS 2-4	WKS 5-16	WKS 17-22	ON- GOING.
PLANNING					
- Kick-off meeting – transition team - Assign roles and responsibilities - Finalize and review contract and specifications - Review the current situation with the incumbent - Create stakeholder register					
DUE DILIGENCE VALIDATION (DDV)					
- Validate service requirements, site needs, and operational assumptions through joint site reviews - Review facility-specific standards, special conditions, and regulatory or safety requirements - Assess current technology, work order processes, and maintenance programs (including CMMS data and asset lists) - Refine staffing models, schedules, and support structures based on information - Confirm reporting requirements, KPIs, and any transformation or compliance deliverables required					
TRANSITION					
- Complete onboarding and training for ABM team members, including safety, tools/systems, and site protocols - Execute communication and notification plans for employees and service partners - Establish onsite operations, including equipment staging, supply room setup, and technology deployment - Configure and validate work order / CMMS systems, preventive maintenance schedules, and service routes - Conduct Go-Live readiness reviews and launch a command center for start-up support					
STABILIZATION					
- Monitor early service performance, staffing levels, and site readiness; adjust resources as needed - Conduct recurring inspections, quality reviews, and reporting to validate compliance with KPIs and SLAs - Resolve initial issues and streamline workflows as the operation reaches steady state - Hold post-start-up review to evaluate successes, challenges, and opportunities for enhancement					
TRANSFORMATION					
- Implement continuous improvement initiatives, including optimization of processes, staffing, or technology - Enhance reporting, governance cadence, and long-term performance programs - Introduce innovation opportunities aligned to client priorities (efficiencies, sustainability, modernization, or standardization) - Complete final transition close-out and deliver the Lessons Learned summary					

Due Diligence Validation Documents for Janitorial Contracts

During the Validation phase, we review site documentation, standards, and procedures to develop the most effective service strategy. We will request key operational, maintenance, and compliance documents to complete the due diligence review.

Site Standards and Procedures

- Environmental, health and safety, including required new hire training process
- Current workflow process
- Current periodic cleaning schedules
- Client-owned janitorial equipment
- Additional services billing process
- Business continuity and emergency preparedness plans
- OSHA-regulated requirements used onsite
- Client certifications required to perform scope
- Security access and badging process
- Background and drug test requirements
- Client communication structure, both formal and informal
- Elevator schedule and requirements
- Dock access and requirements



Site Documents

- Current budget / reforecast
- Three-year financial spend information
- Three-year work order data
- Facility condition assessment (hard services / soft services)
- Floor plans for:
 - Priority, secure, or critical areas plus service schedule
 - Program storage
 - Hard key areas
- Current staff roster and management organization, including support staff
- Customer satisfaction data and survey feedback
- Service desk call volume
- Weekly services broken down by day, week, and area, including:
 - Start times
 - Shift changes
 - Overlapping schedule needs

Quality Assurance Program

Managing Our Performance

Client satisfaction is our number one goal. We will collaborate and clearly define what NSP expects from us, develop standards for our teams, and measure the results. These standards will be clear, concise, and allow us to track our performance against NSP's service requirements. We will provide quality service that is based on total customer satisfaction and continuous improvement.

Our culture is focused on client satisfaction by engaging employees, measuring performance, and continuously improving. Our quality management system consolidates various processes into a single framework. This is a starting point when working with our clients to customize a quality program for their facilities. Our quality assurance program improves efficiencies and allows for greater transparency into how we are performing against stated goals.

Quality Inspections

NSP buildings are inspected based on predetermined requirements, typically on a daily and weekly basis. Inspection results are captured in SITE, our web-based inspection platform, providing real-time visibility into performance and service quality. Tasks are evaluated on a pass/fail basis, allowing our quality assurance program to quickly identify and address discrepancies before they escalate. When service issues are identified, we take immediate corrective action and implement procedures to prevent recurrence. Managers and supervisors communicate findings to NSP and account team members via email, phone, and two-way radio to provide full transparency, timely resolution, and confirmed satisfaction.



Our quality assurance program encompasses:

- **Self/peer inspections:** Self and peer inspections are randomly conducted on work performance to verify service quality standards are being met. These inspections facilitate prompt identification and correction of service or personnel performance issues.
- **Quality control inspections:** Formal and informal inspections are conducted by the onsite team. The inspection reports are reviewed promptly to identify and resolve issues.
- **Compliance audits:** Quarterly audits are done by the onsite manager and management. Audits are conducted by corporate members to assess the service performance of contractual requirements.
- **Client satisfaction feedback:** We provide optional satisfaction surveys for clients who want to evaluate our services' effectiveness, timeliness, and quality.

- **Validated client complaints:** Management investigates all client complaints. Complaints are reported during performance evaluation meetings and may generate unscheduled periodic inspections. Corrective actions are tracked until client satisfaction resolution.

Performance Tracking

Inspection and audit results are tracked using SITE to detail performance results and provide real-time visibility into service quality. This program is an in-house, custom-built, web-based inspection system, designed specifically to assist in the field of custodial services inspections and accessible through desktop, laptop, tablet, and smartphone devices. SITE accurately records service performance levels, with tasks rated on a pass / fail scale during inspections, provides a review of all cleaning areas within a room type, and reduces the requirement to manually input collected data.

SITE utilizes a hierarchical design that allows managers to view the historical performance of the accounts managed. Using this management system:

- Accurately records data as to the level of service performed
- Reduces administrative dependency to input manually collecting inspection data
- Prompts ABM personnel to review all process steps within a particular area or room type
- Contains 70+ customizable room and space types, allowing for accurate inspection of any area
- Allows text and photographic documentation to allow greater accuracy in determining the necessary corrective actions needed
- End users are supported by our helpdesk and dedicated quality assurance systems
- Data can be uploaded through a desktop, laptop, tablet, or smartphone with internet access

We conduct an initial evaluation of the condition of the building. The evaluation provides baseline quality objectives that become the benchmark for future inspections. In the event of a service issue, we take appropriate corrective action and report back to the branch office once the issue has been addressed.



Inspection Reports

Customized inspection reports and survey results provide feedback for improvement. Inspection reports are viewable online through a password protected web portal or via an Excel report sent via email. If an inspection score falls below the established benchmark, cleaning requests are sent automatically. Benchmarks or quality levels can be set and viewed against the results.

Daily inspection reports typically contain:

- Date and time
- Detailed location of the inspection
- Room numbers, where applicable
- Detailed inspection results of the area
- Compliance of contract requirements
- Name of the person conducting the

Key Performance Indicators

ABM's key performance indicators (KPIs) establish appropriate measurements that enable our management and team members to determine if we are meeting our performance and operational commitments to NSP.

We will assess KPIs throughout our partnership.



Objectives

- Establish KPIs that indicate accountability and ownership of the service
- Analyze KPIs to identify the areas of variance between service goals and actual performance
- Utilize KPIs to track performance and identify areas for service improvement

What are Key Measurements

Each KPI must meet three criteria:

- Provide focus, direction, and a clear understanding of how each KPIs correlates to your service requirements
- Provide knowledge for making better operational decisions
- Provide measurement on organizational improvement efforts to determine effectiveness

How Do We Measure

KPIs typically monitor cost, quality, and administrative categories. We work with you to create a unique set of KPIs based on the scope of work, expectations, and overall business objectives. Typical key measurements include:

- Highest and lowest number of work orders
- Most recurring work orders of the same type
- Highest and lowest supply usage per occupant
- Highest and lowest productivity rates

After the KPIs have been determined, current baseline measurements will be taken. All defined performance objectives are detailed in our operations playbook to maintain compliance.

Work Plan reporting

Required spreadsheet/report with completion dates and man-hours, submitted one week before the monthly site visit

Communication Plan

Communication plays a key role in the level of customer service ABM provides to our clients. Our successful relationship with NSP depends on clearly communicating expectations, objectives, and results. From the beginning, we organize regular meetings between you and the account manager, who serves as the main point-of-contact.

We make the most of every conversation with you.

Proposed Meetings and Reviews

Personal communication addresses service issues, spots trends, and helps make adjustments before concerns become problems. We propose both personal meetings and joint reviews to regularly review our services with you. You decide our meeting frequency to address special needs within your building and provide updates on service-related issues.

Accessibility and Customer Service

- Client meetings
- Satisfaction measurements
- Customer service training
- Reward / acknowledgement programs
- ABM customer service request portal
- 24/7 call center (optional)

Sample Meeting Schedule

FREQUENCY	PURPOSE	PERFORMED BY	MEETING WITH
Daily	Special needs	Site Supervisor	Client Representative
Weekly (upon request)	Service relations and quality control inspections	Site and/or Area Manager	Client Representative
Weekly for 30 days	Service	Site Supervisor, Area Manager, and District Manager	Client Representative
Monthly	Service performance and quality control inspections	Site Supervisor, Area Manager, and District Manager	Client Representative
Joint Reviews	Service, business issues, and service performance review	Site Supervisor, Area Manager, and District Manager	Client Representative

Client Business Reviews

Our management structure is designed to best serve you. To maintain operating knowledge of the entire portfolio, the account manager interfaces with management teams and serves as the point-of-contact for communications. NSP and ABM agree on the details and processes in our operations playbook in advance.

Formal joint reviews between ABM and NSP take place at least quarterly or semi-annually, but more often if necessary. We will review key performance indicators (KPIs) results during these meetings, including analysis of quality scores, survey results, work order statuses, employee turnover, actual year-to-date costs versus budget, and costs outside of scope. We will always incorporate your feedback into our reviews and use it to set future goals and initiatives.

Meeting Agenda

We will present our performance compared to expectations during client business reviews (CBRs) and highlight areas of success and achievement. The account manager engages the ABM local team for reviews that may also include regional and corporate resources. If our performance falls below expectations, we discuss action plans to resolve those issues. Customizable CBR format includes the following areas:

- Expected service levels report
- Supplier reporting
- Budgets per location
- Recommendations for projects
- Annual financial report summary
- Summary of inspections and performance

Our primary goal is to meet our contract obligations by improving our performance each year, identifying concerns before they become larger issues, and correcting identified deficiencies promptly.

Customer Satisfaction Surveys

You can help design the customer satisfaction surveys for your site, based on what is most important to you. We usually survey a percentage of experienced service personnel as well as people who call in reactive requests. The responses are reviewed, and the ratings are reported against the performance standards, usually quarterly. ABM and NSP representatives review suggestions for improvements.

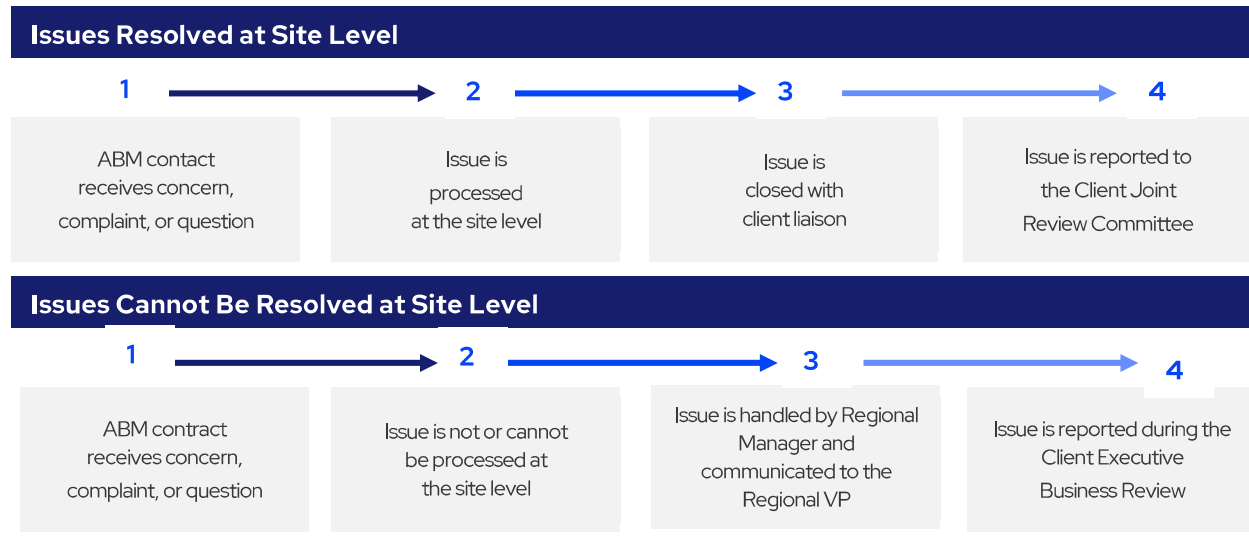
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Before termination for misconduct, an employee may be suspended without pay pending investigation or review. Suspensions for misconduct should be documented in writing and signed by the supervisor and employee. For repeated poor performance, a final written warning is typically issued with the suspension.

Issue Resolution and Communication

Our standard order of operations for issue resolution is below.



Communication Cadence

The following table highlights the timing and cadence of communicating with SITE.

STANDARD ORDER OF COMMUNICATIONS						
	Daily		Weekly		Monthly	
	Informal	Formal	Informal	Formal	Informal	Formal
Service Issues	●	●	●	●		●
Vehicle Maintenance			●			●
Employee Status	●	●		●		●
Training				●		●
Special Projects	●			●		●
SLAs						●
Safety	●	●		●		●
Feedback	●			●		●
Uniform/Equipment			●			●
Recruiting	●			●		●
Incentives				●		●
Escalations	●	●		●		●
Method of Communication	- Voice mail - Email - Verbal - Phone	- Supervisor's report - Email - CBRs	- Impromptu meetings - General discussions	- Summary - Email - Management meetings - CBRs	N/A	- Managing meeting - Safety updated - Service meeting - CBRs

Business Continuity Plan

Business continuity, achieved through formal programs and processes, will be a key element in ABM's ability to create value for NSP. ABM's core business is keeping our clients' facilities and buildings fully functional, and ABM's account manager and technical staff are tasked with operating, maintaining, and repairing critical components of clients' building infrastructure. For the past seven years, ABM has had 100% uptime with no unscheduled interruptions record with our client's sites. The facility infrastructure is the most important asset or group of assets that must be kept operational. ABM has the responsibility and accountability to see that NSP facilities, systems, and equipment do not impair the company's ability to conduct business.

ABM's business continuity planning is a management process that keeps your business operating every day. The basic components of a good business continuity plan include:

- Planning and implementing the activities of prevention and protection
- Mitigating anticipated risks before an event occurs

The planning component for business continuity is paramount. Planning for an emergency or disastrous event includes developing an emergency response plan, evacuation plan, crisis management and communications plan, disaster recovery plan, and a work-around/contingency plan. Additionally, ABM provides strategic and tactical planning for activities necessary for the resumption, recovery, and restoration of businesses.

ABM is prepared to develop and maintain a business continuity plan tailored to meet NSP needs and requirements. The plan will be reviewed and updated by ABM's executive management on an annual basis. ABM will also develop contingency operating plans in formats based on your preferences and that meet your approval. Depending upon the type and use of the facility, the emergency plans can encompass activities to recover and restore partially or completely interrupted critical building function(s) due to building fires, utility outages, major system outages, security breaches, terrorist scenarios, natural disasters (such as earthquakes, floods, tornados, winter storms, and hurricanes), national incidents (such as pandemic illness), and any other potential contingency. ABM will also review these plans annually with its onsite staff to make certain that employees are aware of their responsibilities and duties.

Disaster Recovery Plan

In the event of a disaster or significant disruption, the account manager will contact and coordinate his/her efforts with the appropriate NSP personnel. These individuals include those responsible for addressing the information technology, human resources, safety, and financial issues impacted by the disruption. ABM's business resumption efforts are coordinated through the dedicated account manager with the direct assistance of key regional and divisional contacts. Additionally, ABM has special supply acquisition and distribution protocols with its suppliers and distributors in the event of a serious disaster. All of these measures are in place to facilitate optimal business continuity.

Developing the Plan

Upon contract award, ABM's account manager will develop a Disaster Preparedness and Recovery Plan tailored to the NSP portfolio. ABM will also prepare a monthly emergency recall roster that will include supervisors, leads, and designated key operational personnel. This roster will be developed and submitted as part of our quality control plan.

If NSP already has a plan of its own, our plan can be utilized to enhance the existing plan, or it can be modified to blend with the existing plan.

The development of a plan will consist of the following key steps:

- Determine all the potential disruptive events that could affect the people, the facility, or the processes
- Determine the probability of those events occurring
- Develop mitigation plans to reduce the levels of risk to an acceptable level
- Establish recovery plans for each of the disruptive events
- Prioritize the business operations and provide direction for recovery actions

Lost and Found Policy and Procedure

ABM is committed to making a reasonable effort to identify and return lost property discovered while providing janitorial services at Nebraska State Patrol A Headquarters. All found property will be handled with integrity and in accordance with Nebraska State Patrol requirements and ABM policies.

Procedure

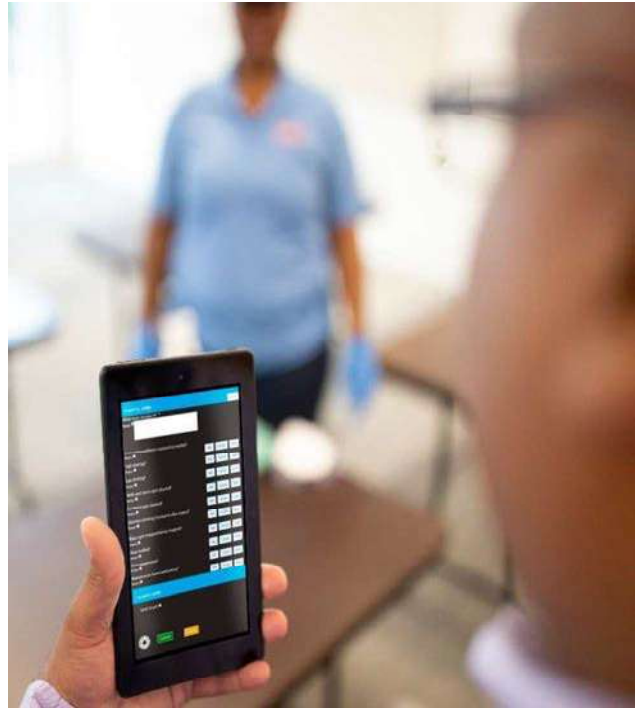
1. Any ABM team member who discovers a lost item while performing janitorial services shall immediately notify the ABM Site Supervisor or designated lead.
2. The item should be left undisturbed whenever practical. If the item must be moved for safekeeping or security, it should be handled carefully and with minimal contact.
3. The ABM Site Supervisor will promptly notify the designated Nebraska State Patrol representative and coordinate transfer of the item according to facility procedures.
4. Prior to transferring the item, the following information will be documented:
 - a. Date and time the item was found
 - b. Specific location where the item was found
 - c. Name of the ABM employee who found the item
 - d. Brief description of the item
 - e. Name of the Nebraska State Patrol representative receiving the item
 - f. Date and time of transfer
5. Items containing personally identifiable information (such as identification cards, driver's licenses, credit cards, keys, or electronic devices) will be handled confidentially and transferred to Nebraska State Patrol personnel as soon as possible.
6. ABM will maintain a Lost and Found Log documenting all items discovered and transferred to the Nebraska State Patrol.
7. ABM employees are prohibited from removing, using, or retaining any found property. Failure to comply with this policy may result in disciplinary action up to and including termination.

111111

Technology Solutions

Our integrated technology products deliver improved communication, increased worker productivity, and integrated processes to measure results. NSP can easily track what's happening within your building, identify areas for improvement, and reduce response times.

Onsite and management teams are equipped with handheld mobile devices to manage employees, see real-time workorder statuses, and identify ABM resources for emergency requests. Our efficient processes and systems are transparent to you and visible to our senior management.



Our service delivery relies heavily on these technology platforms. They include the tools we use to administer our solutions more effectively. These technologies benefit NSP by enabling us to:

- Control costs
- Maintain high-quality services
- Deliver scheduled services and special requests—communicate efficiently
- Provide accurate, timely financial information and service reports
- Consolidate information to drive process improvements

ABM *Connect*TM

Real-time data. Real outcomes.

At ABM, our success as a trusted advisor comes from our ability to adapt to new challenges and deliver innovative solutions. With experience at more than 20,000 client sites, we know the importance of championing people and fostering a culture of collaboration and continuous improvement.

Our latest innovation, ABM *Connect*, bridges the knowledge gap between teams through a unified, easy-to-use platform. It delivers clear, actionable data to support day-to-day operations.

ABM *Connect* consolidates facility, financial, equipment, IoT, and service delivery data into one comprehensive view. Our platform provides insights across your operations and connects with third-party and customer-specific APIs. With 24/7 real-time access from a single dashboard, you gain valuable insights into finance, safety, governance, quality, work orders, staffing, and more – across rooms, facilities, or entire portfolios.

This powerful platform helps leaders optimize resources, make data-driven decisions, and improve outcomes in a fast-paced environment. By partnering with us, facility teams get the tools to act faster, operate smarter, and enhance service delivery and performance.

One Data Hub

By bringing together real-time data, service level agreements, and KPIs into one intuitive dashboard, you gain a clear, centralized view of your facility's performance. This eliminates silos and replaces disconnected systems and spreadsheets, giving you instant access to the information you need to make confident, data-driven decisions.

Centralized Insights

Our clients use this dashboard to monitor multiple locations and service lines, benchmark against performance goals, and streamline communications with ABM teams. Regular reports and analysis accelerate decision-making and drive efficiencies and savings.

ABM *Connect* provides centralized, practical performance insights drawn from our core systems, including:



Finance



Quality



Safety



Work Orders



Service Location



Talent Management

ABM's operations leaders have the same visibility, providing full alignment between our teams. Our leaders use this data to proactively monitor service delivery, respond to issues, and assure your facilities stay in top condition. From alerting supervisors about callouts or missed inspections to identifying performance gaps and fine-tuning goals, ABM *Connect* keeps your operation running smoothly.

Empowered Teams

For frontline teams, ABM *Team Connect* becomes a digital assistant, streamlining workflows and maximizing value for the client. Using a mobile app, team members can clock in and out, view shift tasks, complete route-based assignments, and access site updates and training. The app boosts visibility for employee recognition, offers HR support, and provides multilingual functionality, keeping workers informed and motivated to perform their best.

This tech-enabled approach simplifies communication, improves task accuracy, and keeps everyone aligned to close gaps and raise service quality across shifts.



What ABM *Connect* Can Do for You

Unified Visibility for Smarter Decisions

Imagine having all your facility data live, in one place, and ready whenever you need it. With ABM *Connect*, you can make faster, more informed decisions that improve outcomes, reduce costs, and enhance your facility's performance.

PREMIUM PRODUCTS

SMART ROUTING

Deploying the right teams exactly when and where you need them

PREDICTIVE MAINTENANCE

Anticipating equipment issues to cut costs and maximize uptime

From industry-specific features and up-to-the-minute dashboards to predictive maintenance and smart routing, ABM *Connect* provides more than just data. It delivers clarity, direction, and measurable results. Built for ease of use and designed to scale with your needs, it transforms how you manage your operations, giving you and your team the tools and information to work smarter every day.



TRANSPARENT DATA



ONE DASHBOARD



CONNECTED TEAM



DESIGNED FOR YOU

SITE™ Inspection System

Our managers routinely inspect cleaning results to make sure our service quality meets the highest standards. All quality standards are based on predefined criteria, and we document the results in our advanced quality management platform, SITE. Some key features of SITE are:



- **Handheld accessibility:**

Fully available on mobile devices for on-the-go convenience

- **Performance insights:**

Delivers real-time performance results to ABM and our clients

- **Accurate data recording:**

Precisely captures service levels for total service transparency accountability

- **Server-based system:**

Centralizes maintenance, security, and updates through our IT and Center of Excellence departments



- **Process review prompts:**

Step-by-step instructions are provided based on room types

- **Customizable templates:**

Room and space types are tailored for precise inspections in your facility

- **Detailed documentation:**

Enables text and photo documentation for proof of quality and completion

- **Performance history:**

Detailed analytics enable data-driven decision making on service operations



- **Streamlined administration:**

Minimizes manual data entry by automating inspection input

- **Real-time reporting:**

Generates instant reports for effective data analysis and service performance tracking

- **Statistical insights:**

Provides trend analysis to support informed, evidence-based planning

- **Nightly back-up:**

System backed up as part of our IT department's disaster recovery plan so you never lose your valuable

Our SITE inspection system is scalable for any size facility, from small buildings to large complexes.

Grading Scale

Experience has taught us that quality inspection grading scales should avoid subjective ratings, so we use a simplified scale with only three options: satisfactory, unsatisfactory, or not applicable.

ABM Grading Scales

- Satisfactory
- Unsatisfactory
- Not applicable

We will grade each step in pre-defined processes to promote continuous improvement. Benchmarks and thresholds for corrective action are based on the contract's unique specifications. Tasks for each service area will be customized to all of the area's specific room types.

The system offers over 70 customizable room types, which we will tailor to your facility's needs. These room types inform the process steps for each task needed to maintain service excellence.

As an added value service for our customers, SITE will prompt our team members to check for common maintenance issues based on room type, so we can keep you informed of non-emergency maintenance items we find. You can then view these online, or we will provide them in print immediately after the inspection is completed.

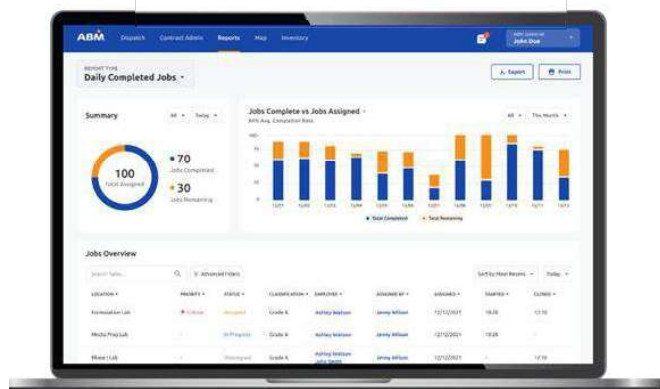
Reports

Our goal is to provide NSP with timely information about your building and our performance. ABM will provide weekly, monthly, quarterly, and annual reports, customized to meet your needs. Each report is cumulative, illustrating year-to-date performance. Standard report recommendations we provide include:

- Total spend/spend by category
- Inspection results
- Additional service detail
- Timekeeping
- Work order status
- Training and safety
- Work order priority
- Labor budget vs. actuals
- Response time
- Labor allocations
- Equipment status
- Energy consumption/trends
- Subcontractor usage

70+ Room Types

- Common area
- Conference rooms
- Offices
- Production floor
- Data center



Our Safety-first Mentality

As part of our purpose to take care of the people, spaces, and places that matter most, ABM's safety-first mentality drives a commitment to providing a safe and compliant workplace. Grounded in comprehensive health and safety policies, hands-on support, and site-specific training, we take our role in delivering safe, high-quality service extremely seriously.

Health and Safety Policies

Our comprehensive manual of health and safety policies covers standard operating procedures for all hazards faced by our team members. Our official Team Member Safety Handbook is available in seven languages.

We design our programs to meet or exceed the compliance standards of OSHA and other regulatory bodies, thereby protecting the health and welfare of our team members, our clients, and the environment.

Site-specific Training

We tailor training content to each client's site and safety requirements, incorporating best practices from organizations like the National Safety Council. Training is crucial for building awareness among our team members of safe work practices, hazard identification, and emergency response procedures.

Hazard Identification

We train team members to proactively identify hazards, maintaining protocols that include personal protective equipment, safety inspections, and safe work processes. We require team members to report all unsafe acts or conditions to supervisors or use our toll-free safety hotline. Team members have the authority to stop work at any time if unsafe conditions exist.

Safe Work Observation Program

SWOP directly engages team members in creating a safe work environment driven by two-way feedback between leaders and direct reports. By fostering meaningful safety conversations, SWOP enables our managers to provide real-time feedback on positive safety behaviors and areas for improvement.

Because safety risks vary by location, frontline team members receive both ABM-led training and site-specific instruction. We reinforce this training



Safety Culture

Our "Think Safe, Act Safe, Be Safe" approach establishes a safety mindset from day one of employment. Our culture is anchored in impactful, ongoing training, and reinforced through safety-focused messages, customized programs and materials.

We continuously reinforce our safety culture through daily "Moments for Safety" reminders distributed to all team members.

Celebrating Safety Month

We launched a unified, enterprise-wide initiative to celebrate Team Member Safety Month in June, reinforcing our commitment to a strong safety culture across all levels of the organization.

throughout each team member's tenure with routine safety communications, monthly training topics, and targeted programs and materials.

Our safety training meets or exceeds OSHA requirements and incorporates best practices from organizations including the National Safety Council, the National Fire Protection Association, and the American Red Cross. Training topics vary by site but commonly include:

- Accident and unsafe work reporting
- Bloodborne pathogens
- Chemical safety and safety data sheets (SDS)
- Confined space
- Electrical safety
- Emergency planning and drills
- Eye injury prevention
- Fire safety
- First aid (CPR and AED)
- Hand and finger safety
- Hazardous materials
- Hot work
- Lock out / tag out
- NFPA 70E
- OSHA 10
- Personal protective equipment
- Safe lifting
- Slip and fall prevention
- Working at heights

Moment for Safety

Every day at ABM, our managers share a Moment for Safety with their teams, focusing on specific topics. They will be customized to address the unique challenges at NSP, with topics such as:

- Identifying walking hazards
- Slips and falls
- Wet floor safety
- Safe lifting techniques
- Hand protection
- Ladder safety
- Fire safety
- Safe driving
- First aid
- Building security

We maintain and monitor the OSHA 300 Log recordkeeping process to comply with federal requirements and to track safety performance at the local level, providing real-time incident rate data. We also monitor our Experience Modification Rates (EMR) to better understand and lower our workers' compensation costs. Since an EMR compares our claims experience to other employers of similar size in our industry, it is a measure of how our loss prevention and control practices stack up to the competition.

Insurance Forms and Acknowledgment

*ABM is investing in the future to meet
evolving challenges and build a healthier,
thriving world*



Insurance Requirements and Performance Bond Acknowledgment

ABM Industry Groups, LLC acknowledges and accepts the insurance requirements outlined in Solicitation 125306 O5 and agrees to maintain the required insurance coverage throughout the term of the contract, including any renewal or extension periods, and to provide the State of Nebraska with current Certificates of Insurance evidencing such coverage prior to commencing work. See Sample COI on page 53.

ABM Industry Groups, LLC further acknowledges that the awarded bidder may be required to furnish a performance bond in the amount of **\$35,000**, valid for the life of the contract, including any renewal and/or extension periods. If required by the State of Nebraska, ABM Industry Groups, LLC agrees to provide the \$35,000 performance bond in accordance with the solicitation requirements.

Standard Insurance Coverage

CURRENT LIMITS	AMOUNT	CURRENT CARRIER
General Liability	\$2,000,000 per occurrence	ACE
Automobile Liability	\$5,000,000 per accident	ACE
Workers' Compensation	Statutory Per Accident	ACE
Employers Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit	ACE
Property	\$15,000,000 Per Loss	Axis
Umbrella*	\$10,000,000	ACE

Additional Limits or Coverage: ABM carries other types of insurance coverage, including crime, environmental liability, and aviation general liability. If other coverages or higher limits are required, please contact us for additional information.

*Umbrella applies in excess of General Liability, Automobile Liability and Employers Liability limits.

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL: certificates@wtwco.com ADDRESS: certificates@wtwco.com														
INSURED ABM Education Services, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: Beazley Excess and Surplus Insurance Inc</td><td>17520</td></tr><tr><td>INSURER E: QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER F: Beazley Insurance Company Inc</td><td>37540</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: Beazley Excess and Surplus Insurance Inc	17520	INSURER E: QBE Specialty Insurance Company	11515	INSURER F: Beazley Insurance Company Inc	37540
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INSURER F: Beazley Insurance Company Inc	37540														

COVERAGES

CERTIFICATE NUMBER: W41824655

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$1,000,000 SIR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC OTHER:			XSL G48953335	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ISAH11380931	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			XEU G27910865 011	11/01/2025	11/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C72623538	11/01/2025	11/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Sexual Misconduct			D2CFC9250601	11/01/2025	11/01/2026	Each Victim \$3,000,000 Total Agg \$3,000,000 SIR - Any One Victim \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 11/12/2025 WITH ID: W41756191.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

ABM Industries Incorporated 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 28885295

BATCH: 4209558

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Education Services, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Sample certificate. Evidence of Coverage.

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company NAIC#: 11515
POLICY NUMBER: 130007484 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000
	Retention	\$1,000,000

INSURER AFFORDING COVERAGE: Beasley Insurance Company Inc NAIC#: 37540
POLICY NUMBER: V3AD42250101 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime/Employee Dishonesty/ Fidelity	Each Occurrence	\$5,000,000

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16081985 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Loss	\$10,000,000
	Aggregate	\$10,000,000
	SIR	\$500,000

ACORD 101 (2008/01)

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SR ID: 28885295

BATCH: 4209558

CERT: W41824655

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED ABM Education Services, LLC an ABM Industries Incorporated Company 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: WCU C72623496 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	EL Each Accident	\$1,000,000
WC-Statutory/CA-\$1M SIR	EL Disease Pol Lmt	\$1,000,000
OH, WA, OR, IL, MI - \$500K SIR	EL Disease-Each Empl	\$1,000,000

ADDITIONAL REMARKS:

ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER are included under Excess Workers Compensation policy #WCU C72623496

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
POLICY NUMBER: 080768613 EFF DATE: 05/01/2025 EXP DATE: 05/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property Coverage	Per Policy	\$5,000,000

ADDITIONAL REMARKS:

All Risk of Physical Damage at any location including customer's premises, subject to policy terms.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: ISAH11380931 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit	\$2,000,000

ADDITIONAL REMARKS:

Automobile Liability includes Excess Garage keepers Liability.

ACORD 101 (2008/01)

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SR ID: 28885295

BATCH: 4209558

CERT: W41824655

Additional Services

As your facility needs expand, we have the capacity to oversee every square foot of your operations.



Waste Management

- Onsite trash sorting program
- Corrugate handling and recycling
- Waste audits
- Solid waste data tracking and monitoring



Energy

- Guaranteed energy savings programs
- Smart building technologies
- Infrastructure solutions
- Renewable energy solutions



Parking

- Revenue enhancement and expense control
- Shuttle and transportation
- Special event and valet parking
- On and off-street



eMobility

- Zero-emission fleet transition
- Turnkey and large-scale deployment projects
- Specialized microgrid systems



Facilities Engineering, HVAC & Mechanical

- Preventive maintenance
- Onsite and mobile technicians
- Repairs, replacements, and retrofits
- Engineering and recommissioning



Landscape & Turf

- Landscape installation and management
- Seasonal floral programs
- Exterior pest and fertility management
- Irrigation maintenance and management



Specialty Services

ABM provides specialty services for cleaning tasks not required as frequently as those included in a standard cleaning program. These services, which include emergency response services, are best purchased on an as needed basis but can be added to your initial contract.

Through our new mobile app, we can quickly scope, price, and send you a proposal or create a work order for new specialty services added to your account.

- Commercial pressure washing
- Carpet deep cleaning and restoration
- Tile and grout restoration
- Natural stone sealing and restoration
- Wood floor refinishing
- Concrete polishing and sealing
- Vinyl composite tile cleaning
- Upholstery cleaning and restoration
- Parking lot sweeping and striping



See the Possibility

Thank you for considering ABM to be your partner. We are excited about the possibility of working together to elevate your custodial services program and are committed to delivering excellent results.

By combining specialized knowledge, proven processes, stringent recordkeeping, and specially trained staff, we reduce risk and make sure facilities meet the highest standards. We look forward to discussing how this proposal can help do this for NSP and your building.

Sincerely,

Carson Canada

Business Development Manager

carson.canada@abm.com

4024520817



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.)
		ABM views contract documents as the cornerstone of its relationship with each client. To achieve the mutual goal of service satisfaction, ABM believes it is in our client's and ABM's interest for the contract documents to accurately reflect both parties' understanding of the requirements and intentions. If ABM is the successful bidder, ABM requests the opportunity to enter negotiations relating to the terms of the Service Agreement to be entered between the parties.

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.

5. 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 may be required to supply a 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 bond will be \$35,000. The 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. The 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, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
- f. Vendor intentionally discloses confidential information,
- g. Vendor has or announces it will discontinue support of the deliverable; and,
- h. In the event funding is no longer available.
- i.

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 Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, 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.)
KK		

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 quoted shall be net. When an arithmetic error has been made in the extended total, the unit price will govern.

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 first two (2) years of the contract shall not exceed three (3) percent % of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an 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 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) year 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) year 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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
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>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$2,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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:

125306 O5

State Purchasing Bureau
Attn: Kelly Rowlands
1526 K Street, Suite 130
Lincoln, NE 68508
As.materielpurchasing@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, 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.)
KK		

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 should be sent to sbd.osobinvoicing@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 responsible agency interest 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 or federal 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 reasonable written notice 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 0.5% 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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Solicitation.

A. PROJECT OVERVIEW

The State of Nebraska is seeking a vendor to provide Custodial Services at Nebraska State Patrol (NSP)-Troop A Headquarters in Omaha, NE

B. PROJECT ENVIRONMENT

NSP Troop A Headquarters in Omaha NE. See Attachments A and B for additional details.

C. PROJECT REQUIREMENTS

The vendor shall provide management, supervision, required labor and plan, schedule, coordinate and ensure effective completion of all work and services specified in this contract to ensure all work will be performed in a professional manner and in the best interests of always maintaining a clean, presentable building.

The State will provide training that is specific to any unique requirements for this request in terms of floor care and maintenance on all surfaces.

The work required is generally specified on a periodic basis in Section V.F. Scope of Work. However, in undertaking this service, the vendor recognizes that some areas of the building will receive more traffic and soil than others and agrees to perform all necessary services on the schedule in a frequency which will maintain a uniform, high level of cleanliness throughout all the areas. Work listed on an "as needed" basis shall be performed where and when necessary or as requested by the building manager.

The vendor shall develop and implement a process of measurement for customer satisfaction. A customer satisfaction survey process shall be approved by the State and shall be randomly distributed to employees throughout all locations specified in this scope of work and in any locations that may be added through future amendment of the awarded contract. The results shall then be compiled by the vendor and made available to the State on a monthly basis.

D. BUSINESS REQUIREMENTS

Daytime cleaning services are to be performed between 8:00 am and 3:00 pm during workdays (Monday through Friday) as specified, unless otherwise indicated.

A supervisory management level representative of the vendor shall be available during daytime hours by phone and, if requested, in person on-site to meet with a designated Building Division representative to discuss contract performance or any issues needing attention.

E. STANDARDS OF WORKMANSHIP AND MATERIAL

Performance under this contract will be evaluated based on the provisions of this proposal and the best standards of the industry. Performance evaluations made by the Building Division representative will be final.

Special focus will be on the cleanliness, professional appearance, and sanitary conditions of the buildings.

Any deficiencies identified must be corrected within two (2) business days.

The definition of "clean", for the purposes of this proposal, shall mean that any surface is absolutely free of dust, water spots, fingerprints, scum, film, and deposits of any foreign matter. The designated area should be absolutely free of any trash, litter, or other material not an inherent part of the area or its function.

Services will not interfere with normal building activities without the express approval of the Building Division representative in charge of the area.

The Vendor will be responsible for maintaining Occupational Safety and Health Administration (OSHA) approved safety standards for all personnel and work areas as it relates to industry practices. For example, wet floor areas will be appropriately marked with "CAUTION" signs or roped off while working in occupied areas. The vendor shall comply with all laws, regulations, policies, and procedures.

The Vendor will be responsible for the condition of storage and work areas assigned for vendor use. All custodial closets must be kept neat and orderly. All soiled and clean mop heads and wiping cloths must be placed in the assigned containers. Equipment not required for use on this contract shall not be stored at these sites.

F. SCOPE OF WORK

1. EMPLOYEES AND SUPERVISION

The vendor shall employ only trained qualified employees, as necessary to perform the work to be completed. The vendor shall require employees to comply with instructions that pertain to conduct and building policies. The vendor shall have a responsible, capable supervisor in the building at all times when employees are on duty.

The building included in this request have several confidential areas that may require daytime cleaning. These areas will be identified by the building manager. Nebraska State Patrol shall make sole approval of employees scheduled to work in these confidential areas. The vendor shall provide the State with the names of all employees who will be performing work in the facility, and the State will provide them with proper identification. The identification must be displayed at all times. At no time are identification cards to be shared with other vendor employees or left unattended.

The State reserves the right to approve or deny any employees of the awarded vendor that are assigned to each respective location. Under no circumstances will the Vendor's employees be allowed to use the phones, copiers or other office machines in any office area.

All employees assigned or having access to any state building, whether owned or leased, must obtain a Criminal History Report from the Criminal Identification Unit located in the State Patrol Building at 4600 Innovation Drive, Lincoln, Nebraska. This report shall be submitted to the Facilities Manager five working days prior to employee access. The cost of the report shall be paid by the vendor or the employee. (This requirement also applies to employees called "Floaters"). The vendor shall maintain a pool of employees who have passed the Criminal History Check for use to fill in for absences.

No attempt shall be made to handle or read any material in work areas or on desks and counters nor shall any questions be asked on evidence, cases and reports etc.

2. LOST AND FOUND

The vendor shall ensure that all items found by employees while performing duties under this contract are turned in to the State Building Division Office at: the Omaha State Office Building, 1313 Farnam Street, Omaha, Ne 68102, from 8:00 AM to 5:00 PM, Monday to Friday, 402-595-2115.

3. DAMAGED AND BROKEN ITEMS

Any articles broken or damaged during cleaning operations shall be reported to the Building Division representative. The vendor shall then be directed to repair or replace the broken or damaged article(s) at their sole expense. This includes personal items as well as state-owned property, such as office furnishings, accessories, building details, and finishes, i.e. walls, floors (carpet), doors, door locks, keys, etc. Building Division representative will determine if damage is due to carelessness or normal wear. The vendor will not be charged for normal wear.

4. SCHEDULED CLEANING

All cleaning required on a monthly, quarterly, semiannual and annual schedule must be completed within sixty (60) days after the contract start date with the exception of exterior window washing and carpet cleaning. Carpet cleaning will be scheduled by a Building Division representative in coordination with the vendor.

It shall be understood that extra seasonal traffic and adverse weather conditions may change the frequency of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interest of maintaining a clean, presentable, and safe building.

5. EQUIPMENT & CLEANING SUPPLIES

Movement of all supplies and equipment from the receiving area will be the Vendor's responsibility. The vendor shall be required to furnish their own equipment. The list below should be viewed as a MINIMUM requirement unless otherwise approved by the State.

- a. Floor machines
- b. Waste Collectors
- c. Wet-mops, mop buckets
- d. Wet Floor Caution Signs
- e. Brooms, Dust-cloths, Dust-mops (no treated or oiled mops)
- f. Metal Polish, Furniture Polish-Owner will provide
- g. Scouring powder-Owner will provide
- h. Window cleaner-Owner will provide
- i. Wax Remover-Owner will provide

- j. Floor pads (coarseness to be approved by State Building Division), Floor finish (Johnson Plaza or equivalent)
- k. Rags, etc.
- l. Vacuum machines (both upright w/beater, bar & tank style), Vacuum Cleaner Bags
- m. Extension Cords

All cleaning equipment, waxes, etc., must be approved by the Building Division representative prior to use.

The Owner will furnish a list of all manufacturers' products to be used under this contract. Material Safety Data Sheets (MSDS) will be provided upon request by Building Division Representative.

6. EXCLUDED AREAS

Areas excluded are the mechanical and electrical rooms and all locked storage rooms unless otherwise specified. See Attachment A. Vendor shall be prohibited from accessing all highlighted areas in Attachment A.

G. WORK PLAN

The requirements for the detailed specifications and expectations are as follows:

It shall be understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable, safe and environmentally sustainable building.

A report or spreadsheet indicating date of completion of all weekly, monthly, quarterly, semiannual and annual cleaning shall be provided by the awarded vendor. The report or spreadsheet shall detail the number of man hours spent cleaning the facility. This facility shall be serviced at the minimum level specified and any extra man hours required to clean the facility shall be separately noted. The totals shall then be tabulated each month. Extra man hours shall not be billed in excess of the cost provided on the cost sheet for additional duties not specified in the RFP.

The report or spreadsheet must be submitted to a designated Building Division representative at least one week prior to scheduled site visit. A site visit between the awarded vendor and Building Division representatives will occur monthly to review the quality of services provided.

Meeting the requirements outlined in section V. will be monitored and inspected daily. The list of equipment and supplies listed in V.F.5, the list of requirements in section V. C - F, and the Deliverables found in section V. H. make up the Base Monthly Cost. Failure to adhere to the minimum task frequencies listed in section V.H. will be grounds for termination of the awarded contract.

H. DELIVERABLES

1. DAILY CLEANING

- a. Bathrooms
 - i. Full cleaning of all bathrooms
 - ii. Refill all paper products
 - iii. Refill soap dispensers
 - iv. Clean and sanitize all toilets and urinals
 - v. Clean and sanitize sinks, countertops, mirrors, and door handles
 - vi. Dry mop and wet mop all floors
 - vii. Remove trash
- b. Breakroom
 - i. Clean and sanitize counters and sinks
 - ii. Wipe down microwaves and refrigerators (exterior)
 - iii. Clean and sanitize all tables
 - iv. Dry mop and wet mop all floors
- c. Entries
 - i. Vacuum, dry mop, and wet mop all floors
 - ii. Spot clean doors and windows; dust windowsills
 - iii. Sanitize door handles
- d. Fingerprinting Waiting Area
 - i. Remove trash
 - ii. Vacuum entry mats
 - iii. Clean windows

- iv. Clean restroom
- v. Sanitize door handles
- e. Elevator
 - i. Wipe down cab walls and handrails
 - ii. Wipe down buttons

2. WEEKLY CLEANING

- a. Office Areas / Cubicles
 - i. Empty all trash
 - ii. Vacuum carpets
- b. Conference Rooms / Work Rooms
 - i. Clean and sanitize tables and counters
 - ii. Dust window sills and spot clean windows
- c. Stairwells
 - i. Dry mop and wet mop floors
 - ii. Touch-up cleaning as needed during the week
 - iii. Dust window sills and spot clean windows
- d. Elevator
 - i. Vacuum elevator carpet
 - ii. Wipe down exterior elevator doors

3. MONTHLY CLEANING

- a. Breakroom
 - i. Dust window sills and spot clean windows
 - ii. Clean stainless steel surfaces (trim, fire extinguisher boxes)
- b. Office Areas / Cubicles
 - i. Clean stainless steel surfaces (trim, fire extinguisher boxes)
- c. Entries
 - i. Wash entrance mats

4. QUARTERLY CLEANING

- a. Breakroom
 - i. Polish exterior surfaces of microwaves and refrigerators

5. SEMI-ANNUAL CLEANING

- a. Elevator
 - i. Clean carpe
- b. Facility Wide (where authorized)
 - i. Clean all carpet
- c. Interior windows
 - i. Clean
- d. Exterior windows
 - ii. Clean

6. ANNUAL CLEANING

- a. Breakroom
 - i. Strip and wax floors
- b. Facility-Wide (where authorized)
 - i. Dust light fixtures and diffusers (where authorized)

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.

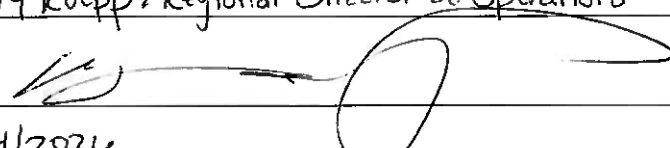
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

☒ 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:	ABM Industry Groups, LLC
ADDRESS:	5300 S 73 rd Street, Ralston, NE 68127
PHONE:	402 342 1495
EMAIL:	Kerry.Koepp@abm.com
BIDDER NAME & TITLE:	Kerry Koepp, Regional Director of Operations
SIGNATURE:	
DATE:	7/14/2024

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Carson Canada
TITLE:	Business Development Manager
PHONE:	402 452 0817
EMAIL:	Carson.canada@abm.com



ABM's Cost Sheet to Solicitation 125306 O5

*Custodial Proposal Services for
The State of Nebraska State Patrol A Headquarters*

Presented to:
**Kelly Rowlands and Zach Perry | Procurement Contracts Officers
Nebraska State Patrol-Troop A**

July 14, 2026

Driving possibility, together.





July 14, 2026

Kelly Rowlands

Zach Perry

Procurement Contracts Officers

Nebraska State Patrol-Troop A

1526 K Street, Suite 130

Lincoln, NE 68508

125306 O5 Custodial Services Cost Sheet

Location Information		
Building	Address	Square Footage (Daytime Cleaning)
NSP Troop A Headquarters	7200 World Communications Dr. Omaha, NE 68122	33,443 (includes interior and exterior windows)
MONTHLY CLEANING COST		
Base Monthly Cost Includes all items and requirements listed in RFP Sections V.C-F and all deliverables identified in RFP Section V.H.		\$5,557.87
Optional à la carte items (as needed)		
Chair Cleaning Cost per chair		\$5.50 per chair, \$260 minimum
Extracting/Shampooing Carpet Cost per square foot		\$0.15
Waxing Hard Surface Floors Cost per square foot		\$0.50
Additional Work Not Noted in RFP Hourly rate		\$32.50

Bidder Name: Carson Canada, ABM Industry Groups, LLC

Total monthly cleaning cost provided should consist of the total amount for all scheduled work, including cleaning of total square footage on all 5 working days per week, and all special conditions and site-specific requirements as noted in RFP Section V. Base Monthly Cost shall include the list of requirements in RFP Sections V. C - F , including the list of equipment and supplies listed in RFP Section V.F.5, adhering to the cleaning schedule and Deliverables found in Section V. H. Additional cleaning schedule and facility statistics can be found in RFP Attachment B.