



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3498, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Recommendation from MVP Arena for Cleaning Services Proposal

Date: August 4, 2022
Submitted By: Robert Belber
Department: MVP Arena
Title: GM
Phone: 518-487-2008
Department Rep.
Attending Meeting: Robert Belber, MVP Arena

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed)

Recommendation from MVP Arena for Cleaning Services Proposal

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

ATALIAN US Northeast, LLC
Curt Slocum & Lisa Ostermann
525 Washington Blvd., 25th Floor
Jersey City, NJ 07310

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,031,582 Annually

Scope of Services: Cleaning Services

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) October 19, 2022 - October 18, 2025

Length of Contract: Three (3) Years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

MVP Arena is recommending to accept a proposal from Atalian Global Services for the Cleaning Services at the MVP Arena. The current contract for Executive Cleaning ends on November 15, 2022. Executive Cleaning requested to end their contract on October 18, 2022, and all bidders agreed to start the new contract on October 19, 2022, if awarded the contract.

MVP ARENASM

August 4, 2022

The Honorable Members of the Civic Center Committee
The Honorable Albany County Executive, Daniel McCoy
112 State Street
Albany, NY 12207

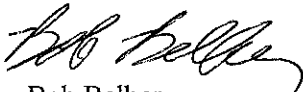
Re: Bid #MVP2022-01 Cleaning Services at the MVP Arena

Dear Committee Members:

This letter serves as a recommendation to accept the proposal from Atalian Global Services for the Cleaning Services at the MVP Arena. Atalian meets or exceeds all requirements of the bid and has the experience of cleaning similar larger facilities to the MVP Arena.

During the evaluation and review of the proposals, the cleaning rates for each bidder were summarized for weekly cleaning in the MVP Arena, the new renovated areas of the MVP Arena and the MVP Arena Parking Garage. The walkway from Beaver Street extending to the Empire State Plaza was listed as an add alternate and event cleaning based on the facilities average event attendance. After reviewing the bids, clarification questions and preparing the bid comparison worksheet I recommend the committee approve contracting with Atalian Global Services for a period of three years starting October 19, 2022 with a mutually agreed option to renew for three years.

Sincerely,



Bob Belber
General Manager

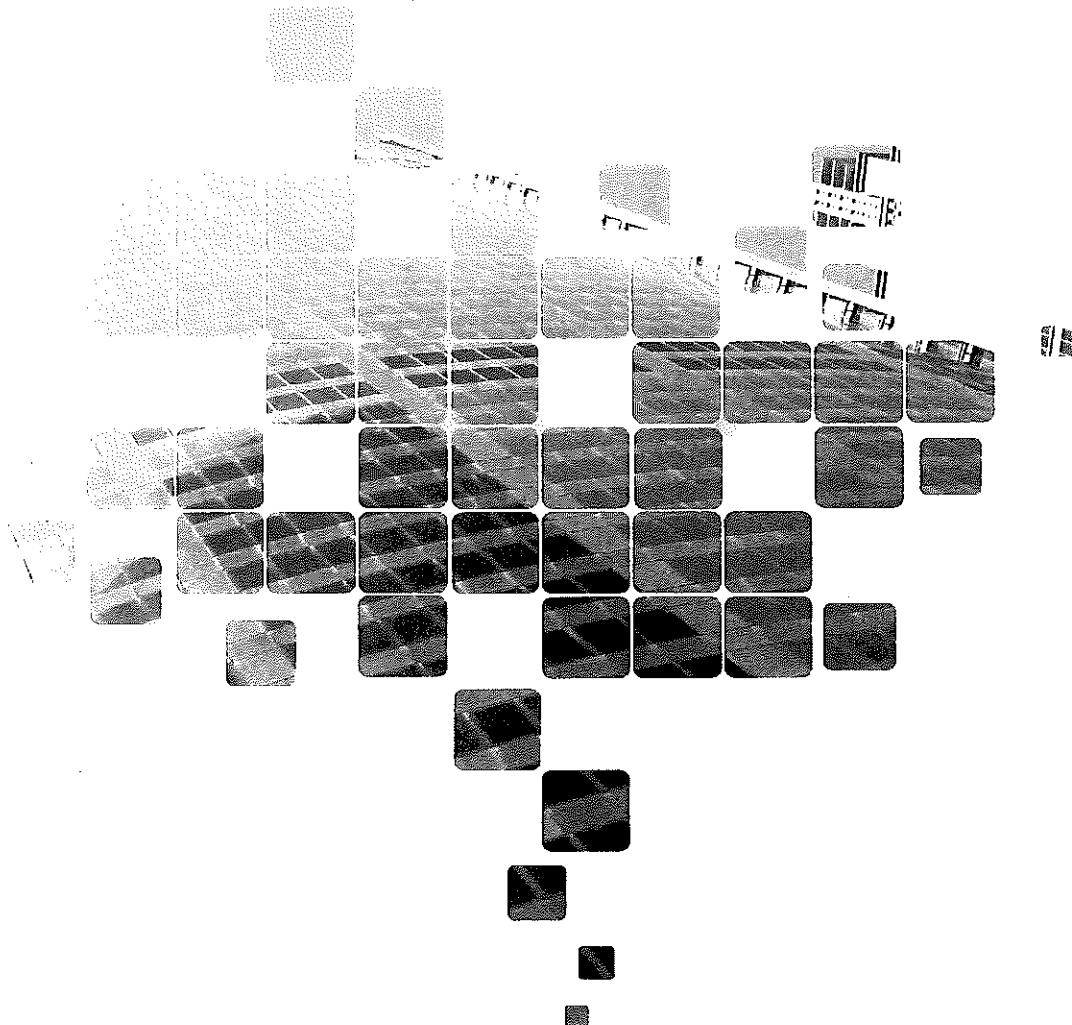
2022 Cleaning Bid Comparison

	All Pro Janitorial	Atalian Global Services	LCS-No Bid
Event Cleaning (# of events annually)			
Less than 4501 (x50)	\$ 3,630.78	\$ 2,312.00	\$ -
4501-6500 (x20)	\$ 5,232.38	\$ 2,818.00	\$ -
6500-8999 (x10)	\$ 6,517.55	\$ 3,326.00	\$ -
9000-10,999 (x3)	\$ 7,992.30	\$ 3,889.00	\$ -
Greater than 10,999 (x2)	\$ 9,514.03	\$ 5,407.00	\$ -
Double Events (x10)	\$ 9,211.56	\$ 6,809.00	\$ -
Triple Events (x4)	\$ 14,792.34	\$ 8,906.00	\$ -
Confetti Clean Up (x10)	\$ 6,500.00	\$ 1,243.00	\$ -
Dirt Tracks (x3)	\$ 16,250.00 plus drop	\$ 3,002.00	\$ -
Circus (x1)	\$ 520.00 plus event	\$ 2,279.00	\$ -
Block Party (x20)	\$ 390.00	\$ 1,418.00	\$ -
Hockey Ice Clean up (x3)	\$ 292.50	\$ -	\$ -
Porters for Trade Shows (hrly rate) (x200 hours)	\$ 32.50	\$ 21.40	\$ -
Yearly Event Cleaning	\$ 675,099.52	\$ 387,770.00	\$ -
Weekly Cleaning MVP Proper	\$ 3,473.06	\$ 7,105.00	\$ -
Yearly Cleaning MVP Proper	\$ 180,599.12	\$ 369,460.00	\$ -
Weekly -Atrium, Walkway, Knuckle	\$ 1,649.00	\$ 1,777.00	\$ -
Yearly-Atrium, Walkway, Knuckle	\$ 85,748.00	\$ 92,404.00	\$ -
Weekly - Garage	\$ 2,452.01	\$ 1,777.00	\$ -
Yearly - Garage	\$ 127,504.52	\$ 92,404.00	\$ -
Weekly - Plaza Walkway	\$ 220.00	\$ 1,722.00	\$ -
Yearly - Plaza Walkway	\$ 11,440.00	\$ 89,544.00	\$ -
Total Weekly	\$ 7,794.07	\$ 12,381.00	\$ -
Total Yearly	\$ 405,291.64	\$ 643,812.00	\$ -
Total Annual Contract Value	\$ 1,080,391.16	\$ 1,031,582.00	\$ -

Proposal to Provide Cleaning Services to MVP Arena-ASM Global

#MVP2022-01

July 29, 2022



July 29, 2022

Nathan Sims
Assistant General Manager
MVP Arena-ASM Global
51 South Pearl Street
Albany, NY 12207

ATALIAN Global Services
US Corporate Office
525 Washington Boulevard
25th Floor
Jersey City, NJ 07310
T. +1 212.889.6353
F. +1 212.823.1726
www.atalian.us

RE: Proposal to Provide Cleaning Services at the MVP Arena- #MVP2022-01

Dear Mr. Sims:

We are delighted to present ATALIAN's bid to provide Cleaning Services at the MVP Arena-ASM Global. Our response incorporates ATALIAN's commitment to quality service and customer satisfaction that has built our business and reputation as a premier supplier of facility services for the past 100 years.

ATALIAN appreciates ASM Global's commitment to: "...aggressively pursue every opportunity to enhance revenues at the venues we manage and have extensive resources, programs, and partnerships to support the venue operations we are entrusted with." Of the 350 venues ASM Global has worldwide, none are more important to us than the MVP Arena moving forward.

ATALIAN respects the tenure that your current contractor has enjoyed and believe it is the right time for a new generation of leadership to support ASM Global in your current and future facility cleaning management endeavors.

ATALIAN recognizes the affinity established with your current labor force and, therefore, will honor the seniority, compensation and benefits for all those who would be interested in continuing their careers at the MVP Arena as an employee of ATALIAN. They have our promise of courtesy and respect. We want to know their personal and professional needs and interests whereby our mutual success is based on their job satisfaction.

ATALIAN is committed to enhancing the subliminal feeling of care through greater attention to cleanliness. We propose developing a list of "Top Ten" incentives allowing our focus to produce the results ASM Global and your patrons expect and deserve.

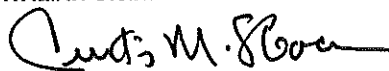
ATALIAN recognizes the significance of providing internships for interested students, city employees and ASM Global candidates considering a career working in facilities services. We are committed to supporting internships at the MVP Arena working with you and the County of Albany.

ATALIAN proposes sponsorships of student athletes (Sienna College) or for individuals whose special needs may require additional financial support. We welcome the opportunity to learn of how ASM Global feels sponsorships may best benefit the individuals in need, the city, companies and community at large.

ATALIAN offers our customers multiple services allowing us to maximize the synergies of management, training, and flexibility, while setting industry standards. We have Subject Matter Experts (SMEs) available for engineering, mechanical, energy assessments and lighting maintenance.

Nate, we are excited by the opportunity to provide MVP Arena-ASM Global with quality facility services. Please be assured that we have complied and will always comply with MVP Arena- ASM Global policies and hope to present our qualifications further upon request. If you have any questions, please feel free to contact me, Curt Slocum, by phone at 929-603-6867 or by email at curt.slocum@atalianworld.com.

Sincerely,
ATALIAN Global Services



Curtis M. Slocum
Business Development Representative

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Required Forms

Beginning on the following page, we have included these required forms:

- Bid Forms including Price Form

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena Bid
Number: #MVP2022-01

THIS BID IS SUBMITTED TO:

Nathan Sims
Assistant General Manager
MVP Arena
51 South Pearl Street
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state) None

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non-Interruption of Work Agreement

7. Communication concerning this Bid shall be addressed to:

Curt Slocum

525 Washington Boulevard, 25th Floor

Jersey City, NJ 07310

Phone: 929-603-6867

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena

Bid Number: #MVP2022-01

Event Cleaning: Based on patron drop count	Cost	# of staff during event	# of staff post-event
• Less than 4501	\$2,312	4	7
• 4501 – 6500	\$2,818	5	8
• 6501 - 8,999	\$3,326	5	10
• 9,000 – 10,999	\$3,889	5	12
• Greater than 10,999	\$5,407	6	18
• Double Events	\$6,809	10	20
• Triple Events	\$8,906	14	24
• Confetti Clean Up	\$1,243	1	3
• Dirt Tracks	\$3,002	4	9
• Circus	\$2,279	3	6
• Block Party	\$1,418	2	4
• Porters for trade shows (hourly rate)	\$21.40		

The above rates include a supervisor both during and after each event. Should the project manager be available to assume the supervisor's role for some, or all, of the event, you will receive a credit of up to \$244 for that event.

Weekly Cleaning MVP Arena Proper	\$7,105
Weekly Cleaning MVP Arena Atrium	\$1,777
Weekly Cleaning MVP Arena Garage	\$1,777
Add Alternate: Weekly Cleaning Plaza Walkway	\$1,722

The above rates include a full time project manager earning \$70,000 annually.

NOTE: Should an event occur on any of the six holidays listed in the prevailing wage schedule, to recover the additional cost, Atalian's price will increase 60%.

BF3

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena

Bid Number: #MVP2022-01

COMPANY: ATALIAN US Northeast, LLC

ADDRESS: 525 Washington Boulevard, 25th Floor


CITY, STATE, ZIP: Jersey City, NJ 07310

TEL. NO.: 631-264-5944

FAX NO.: 212-823-1726

FEDERAL TAX ID NO.: 13-2622538

REPRESENTATIVE: Lisa Ostermann

SIGNATURE AND TITLE  **Regional Vice President**

DATE July 22, 2022

BF4

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Lisa Ostermann

Signature

Regional Vice President

Title

Atalian US Northeast, LLC

Company Name

July 27, 2022

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

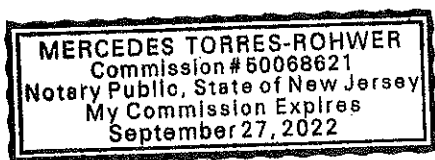
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NEW JERSEY)
COUNTY OF Hudson) SS.:

On this 27 day of July, 20022 before me personally appeared Lisa Osterman to me known, who, being by me sworn, did say that he resides at (give address) 141 Midwood Ave, Farmingdale, NY 11735; that he is the (give title) Regional Vice President of the (name of corporation) Atalian VS Northeast, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Mercedes Torres-Rohwer

Notary Public, State of NEW JERSEY

Qualified in September 2017

Commission Expires September 27, 2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME ATALIAN US Northeast, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 13-2622538 b) DUNS # 04-615-6980	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: n/a		5. WEBSITE ADDRESS (if applicable) www.atalianworld.us	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 525 Washington Boulevard, 25th Floor, Jersey City, NJ 07310		7. TELEPHONE NUMBER 929-603-6887	8. FAX NUMBER 212-823-1726
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> same		10. TELEPHONE NUMBER same	11. FAX NUMBER same
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Curt Slocum Title Business Development Representative Telephone Number 929-603-6887 Fax Number 212-823-1726 e-mail curt.slocum@atalianworld.us			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME See Attached	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>I. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner Lisa Ostermann

Atalian US Northeast, LLC

Printed Name of Signatory Lisa Ostermann

Address

Title: Regional Vice President

525 Washington Blvd, 25 Fl

City, State, Zip

Jersey City, NJ 07310

Sworn before me this 27 day of July, 2022

Printed Name MERCEDES TORRES-ROHMER

Printed Name _____

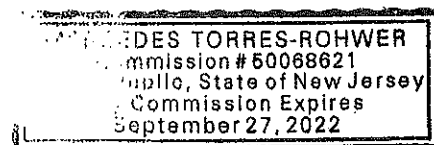
Notary Public

Mercy Tar R
Signature

Signature

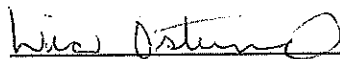
Date July 27, 2022

Date _____



Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Regional Vice President
Title

July 27, 2022
Date

Atalian US Northeast, LLC.
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Atalian US Northeast, LLC.

Address: 525 Washington Blvd, 25th Fl, Jersey City, NJ 07310

Phone Number(s): 631-264-5944

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Cleaning Services

Description of where the work is to be performed within Albany County facilities

MVP Arena



Signature

Lisa Ostermann

Printed Name

Regional Vice President

Title

July 27, 2022

Date

BIDDER QUALIFICATION

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 100 years
2. List up to three (3) accounts of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Seton Hall University - 400 South Orange Avenue, South Orange, NJ 07079

John Signorello - Asso. VP, Facilities & Ops, 973-761-9615, john.signorello@shu.edu

current; contract details available upon award and by request

2. NY Red Bull Arena - 600 Cape Mays Street, Harrison, NJ 07029

Bill Wiswesser - Senior Director of Operations, 973-776-8810, Bill.wiswesser@newyorkredbulls.com

current; contract details available upon award and by request

3. Utica College - 1600 Burrstone Road, Utica, NY 13502

Kim Lambert - Executive Assistant to the President, (P) 315-792-3341, clamber@utica.edu

current; contract details available upon award and by request

BQ1

BIDDER QUALIFICATION

QUESTIONNAIRE

3. List projects/accounts presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See attached sheet. Contract value, terms and details available upon award and by request.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

BQ2

Connecticut					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
Amistad High School	580 Dixwell Ave. New Haven, CT	John Barbarotta	(203) 395-3878	Provide day porter and nightly janitorial services to approximately 75,000 sq. ft. including classrooms, gymnasium, kitchen, cafeteria, media center, and administrative offices. Also provide out-of-session special cleaning services. Grades 9 -12	2017
Amistad Academy Elementray & Middle School	130 Edgewood Ave. New Haven, CT	Felix Roman	(475) 331-7155	Provide day porter and nightly janitorial services to approximately 26,000 sq. ft. including classrooms, gym, kitchen, multipurpose room, community room and administrative offices. Also provide out-of-session special cleaning services. Grades K -8	2018
Elm City College Prep Elementry School	407 James St., New Haven, CT	Michael Langle	(203) 909-1877	Provide day porter and nightly janitorial services to approximately 43,500 sq. ft. including classrooms, supporting spaces, gym, kitchen, and administrative offices. Also provide out-of-session special cleaning services. Grades K - 5	2018
Elm City College Prep Middle School	795 Dixwell Ave. New Haven, CT	Karin Gould	(203) 848-8886	Provide day porter and nightly janitorial services to approximately 65,000 sq. ft. including classrooms, supporting spaces, gym, kitchen, and administrative offices. Also provide out-of-session special cleaning services. Grades 6 - 8	2018

Massachusetts Schools					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
Holy Name Parish School	535 W. Roxbury Pkwy. W. Roxbury, MA	Ms. Joan Conlin	(617) 325-4865 x2225	40,000 sq. ft. school requiring of full-time, year-round janitor/porter during the days and additional cleaning in the evening. Lower school with night time service. Grades Pre-K -12	2005
Milton Academy	170 Centre Street Milton, MA	Mr. Jim Benoit Mr. Dennis Glynn	(617) 898-2415	Multi-building campus approx 280,000 sq. ft. requiring day and night service in classrooms, laboratories, library, offices, gymnasiums, dining hall, athletic center, chapel & health center. Service continues after the academic year to accommodate summer programs. We also provide service to their day care facility nightly. Grades K -12	1998
Noble & Greenough School	Ten Campus Drive Dedham, MA	Mr. Mike McHugh	(781) 320-7290	350,000 sq. ft. multi-building campus providing 7 day a week night & day cleaning with on-site supervisor/special project mgr. service in dorms, dining halls, gyms, theater, classrooms, office areas & restrooms Provide support for special events Grades 7 -12	1996
New York Schools					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
Achievement First	Crown Heights Charter School 1485 Pacific St Brooklyn NY	Mr. Joe Ciccione	(718) 363-2260 ext 66100	Provide day and night janitorial services Grades K-8	2010

Rhode Island Schools					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
Achievement First	Mayoral Academy 370 Hartford Ave. Providence, RI	Ms. Kara Vilar	(401) 347-1116	Provide day and night janitorial services Grades K - 4	2015
Father John V. Doyle School	341 South Main St. Coventry, RI	Mr. John Ludka	(401) 829-6303	Provide night janitorial services including classrooms, cafeteria and gym Grades K -8	2005
Rocky Hill School	530 Ives Road East Greenwich, RI	Mr. Mark Buckley	(401) 884-9070	Private school 7 building campus, provide nightly janitorial and special project services Grades Pre-K -12	2005



Previous Customer - New York					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
Fusco Management Co.	Harlem Village Academy 35 - 39 West 124th St . New York, NY	Mr. David Fletcher	(203) 777-7451	60k sq ft Provide nightly janitorial services	2012
Ashtin Group Inc	Endeavor Charter School 510 Waverly Brooklyn, NY	Mr. Stefan Gjoni	(646) 329-0329	77,000 sq ft school with day and night cleaners	2010
Excellence Boys Academy	225 Patchen Ave Brooklyn, NY	Mr. Keith Davis	(718) 638-1830	58,000 sq. ft. provide nightly cleaning and supplement day coverage as needed Grades K -8	2012
Fusco Management Co.	Coney Island Prep 501 West Ave. Brooklyn, NY	Mr. David Fletcher	(203) 777-7451	31,000 sq. ft. providing nightly janitorial services and day porters services Grades K - 12	2013
Fusco Management Co.	PAVE Academy Charter School 732 Henry Street Brooklyn, NY	Mr. David Fletcher	(203) 777-7451	38,000 sq. ft. providing nightly janitorial services and day maintenance Grades K - 8	2012
Holy Trinity Diocesan High School	98 Cherry Lane Hicksville, NY	Ms. Kathleen Moran	(516) 433-2900	Provide janitorial and maintenance employees Grades 9 -12	2009

Connecticut					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
King School	1450 Newfield Ave. Stamford, CT	Mr. Rich Meier Director of Facilities	(203) 322-3496	A multi-building private School approx 350,000 sq. ft. janitorial services Grades K -12	2017
Loomis Chaffee School	4 Batchelder Road Windsor, CT	Mr. Christopher Beckford	(860) 687-6376	Private High School Multiple building site over 1,000,000 sq. ft. janitorial services, construction clean up's & project work. Grades 9 -12	2011
Rhode Island Schools					
CUSTOMER	ADDRESS	CONTACT	PHONE	DESCRIPTION	CUSTOMER SINCE
West Bay Christian Academy	475 School Street North Kingstown, RI	Mr. Richard Clarkson, PHD	(401) 884-3600	Provide janitorial services Grades K -8	2002
Ashtin Group Inc	Endeavor School 510 Waverly Ave. Brooklyn, NY	Scott Samuel	(646) 629-1124	Provide nightly janitorial and day porter services to approximately 77,000 sq. ft. including classrooms, gymnasium, kitchen, cafeteria, and administrative office space	
Ashtin Group Inc	Uncommon Schools 1485 Pacific Street Brooklyn NY		(212) 271-0308	Aprox 192,000 sq. Ft. Classrooms, two gymnasiums, cafetorium and offices; Provide day and night janitorial services Grades 9 - 12	2010

BIDDER QUALIFICATION

QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

See attached

BQ3



Bank of America Merrill Lynch
Treasury Fulfillment Service Operations
FL9-200-03-05 9000 SOUTHSIDE BLVD
JACKSONVILLE, FL, 32256
T 888 400 9009 F 877 201 1805
myserviceteam@bankofamerica.com

October 15, 2021

ATALIAN US MIDWEST, LLC

Regarding: **Account / Routing Number Confirmation**

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:	483065964533
Active ACH Blocks/Filters on file	Yes
Routing number ACH/EFT	021000322
Routing number DOM. WIRES	026009593
SWIFT Code INTL WIRES	BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)
Account Name:	ATALIAN US MIDWEST, LLC
Account Address:	525 WASHINGTON BLVD STE 25 JERSEY CITY NJ 07310-2606

The information set forth above is as of **October 15, 2021**. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at 888-400-9009.

Sincerely,

Kim Perry
Kim Perry

AVP; Treasury F&S Advisor - Treasury Fulfillment Service Operations

BIDDER QUALIFICATION

QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

ATALIAN US Northeast, LLC
Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: 525 Washington Boulevard, 25th Floor
Jersey City, NJ 07310

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

see attached

BQ4

"Bank of America" and "BofA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of SIPC, and, in other jurisdictions, by locally registered entities. BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA.

Investment products offered by Investment Banking Affiliates:
Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed.

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BIDDER QUALIFICATION

QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Atalian US Northeast, LLC
Firm

Dated: July 27, 2022

By Lisa Ostermann

Lisa Ostermann
(Typed)

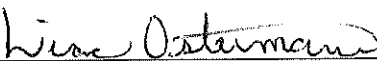
BQ5

NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Atalian US Northeast, LLC

By: 
(Signature)

Lisa Ostermann
(Typed)

Title: Regional Vice President

Date: July 27, 2022

LA FINANCIÈRE ATALIAN

INVESTORS REPORT

TWELVE MONTHS ENDED AS AT DECEMBER 31, 2021

OPERATING AND FINANCIAL REVIEW

The following discussion and analysis summarises the significant factors affecting our results of operations and financial condition during the year ended 31 December 2021. The historical information discussed below for the Group is as of and for the year ended 31 December 2021 and is not necessarily representative of the Group's results of operations for any future period or its financial condition at any future date. We have prepared the audited consolidated financial statements for the Group from 1 January 2021 to 31 December 2021 included herein in accordance with IFRS.

The following discussion includes forward-looking statements based on assumptions about our future business. Our future results could differ materially from those contained in these forward-looking statements. Percentages may be calculated on non-rounded figures and therefore may vary from percentages calculated on rounded figures.

The "Group", "we", "our" and "us", unless otherwise indicated, collectively refer to La Financière ATALIAN S.A.S. and its consolidated subsidiaries.

1. OVERVIEW

We are a leading independent provider of outsourced building services. As at 31 December 2021, we operated in 36 countries, including France and the United Kingdom, our principal markets, serving a diverse range of more than 32,000 customers in the private and public sector. Originally established in 1944 as a provider of cleaning services in France, we began transforming ourselves into a multi-disciplinary provider of outsourced building services in 1999. Our comprehensive multi-service and multi-technical offering covers many market segments for outsourced building services. We provide our services by relying primarily on in-house expertise and resources. We are an important provider of the various types of outsourced building services in each of the countries in which we operate.

From 2009 to 2018, we experienced growth mainly through the acquisition both inside and outside of France of companies with services, expertise and geographical scope that are complementary to our own but also organically. In particular, in France, we significantly expanded our operations through the acquisitions in 2009 of Veolia Propreté Nettoyage et Multiservices ("VPNM"), a cleaning services provider with a significant portfolio of large corporate customers, and Eurogem, a multiservice provider of outsourced building services.

Our expansion in France since 2014 included the acquisition of various entities specialising in cleaning services, including Vitsolnet, HEI, Net'Express, Facilicom Services Group/France SA ("Facilicom"), a French wholly owned subsidiary of the Dutch Facilicom group, and Clean Residences. Our expansion in France has recently continued, notably with the acquisition in 2018 of Limpa and BBA, two companies specialising in cleaning services. Our acquisitions have allowed us to expand our service offering and expertise to include a broad range of outsourced building services.

We have also used the business model developed in France to significantly grow our presence in international markets outside France, both in response to, and in anticipation of, our clients' needs. Since 2003, we have acquired approximately 300 entities in 36 countries (including France). Since 2015, we acquired companies in the United States, Central and Eastern Europe and expanded our operations into Southeast Asia and North and West Africa.

In 2018, we acquired the entire share capital of Servest Limited, a leading provider of facility management services in the United Kingdom ("Servest UK"). Servest UK provides a full suite of cleaning, building maintenance, catering, security, pest control, compliance and other facilities management services and solutions to over 2,200 public and private sector customers at thousands of clients across the United Kingdom.

In recent years, the Group has focused on the following three strategic pillars:

- driving sustainable and profitable growth;
- continuously improving operational performance; and
- deleveraging actions.

In line with this strategy, the Group refocused its strategy on its core businesses, and introduced a divestment program for non-core activities, as part of which it sold its Landscaping activities in 2019 and Ramky Cleantech in Singapore in 2020.

After a very challenging year in 2020 for most industries in light of the Covid-19 crisis with the Group experiencing a global slow-down in activity, primarily driven by interruptions in activities due to lockdowns and restrictions in certain end markets, the Group demonstrated its ability to rebound in 2021 driven by the successful deployment of the integrated FM strategy and the strength of its commercial pipeline. In 2021, we had a total revenue of €2,945.7 million, a Recurring EBITDA (see Section 2 "Financial information - Management financial measures") of €210.5 million, and we recorded a net result of €(47.5) million.

2. FINANCIAL INFORMATION

We have corrected the financial statements reported for the financial year ended December 31, 2020.

These corrections were the result of errors detected by the Group in the course of the internal controls that it has gradually deployed since 2019, along with the introduction of governance and compliance rules. Since 2019, the Group has been involved in a process of increasing the maturity of its internal control system, which has included the creation of compliance (2018), internal auditing and internal control functions (2019), with the progressive deployment of Key Controls since 2020. Furthermore, in Morocco, the United States and Indonesia, the Group has been able to reinforce the steering of its operations thanks to the appointment of new management teams, the buying out of minority holdings in subsidiaries and the introduction of new management rules. In this context and on the occasion of the 2021 closing of accounts, the Group carried out enhanced controls of the accounting packages and tax returns sent in by the subsidiaries and submitted some of them to examination by external specialists.

As a result, the Group corrected the financial statements reported for the financial year ended December 31, 2020 that led to negative impacts on 2020 Net income and Total Equity (as of January 1, 2020) of €20 million and €30 million respectively.

Management financial measures

We define Recurring EBITDA as operating profit, as reported in our consolidated financial statements, adjusted to exclude the following line items, each of which is as reported in our consolidated financial statements: depreciation and amortization, net provisions and impairment losses, net; and other income and expenses.

Recurring EBITDA is not a specifically prescribed line item under IFRS, is not a measure of financial condition, liquidity or profitability and should not be considered as an alternative to the profit for the period determined in accordance with IFRS, cash flows generated by operating activities determined in accordance with IFRS or any other measure prescribed by IFRS. We believe that the inclusion of Recurring EBITDA in this report is useful to investors because it provides investors the same information that we use internally for purposes of assessing our operating performance. Recurring EBITDA has important limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results of operations. Because not all companies calculate Recurring EBITDA identically, this presentation of Recurring EBITDA may not be comparable to the similarly titled measure of other companies.

Overview of reporting segments

We have the three following reporting segments:

- **France:** This segment includes all the companies operating in France, either in Cleaning activity or the Other divisions (with notably Multitech and Security) entitled Facility Management. In 2021, our France segment generated €1,378.3 million, or 46.8% of group Net Sales.

The two business lines that generated revenue in France were cleaning and facility management. We offer cleaning and associated services, which include periodic cleaning of offices and retail outlets and specialised cleaning services in the health, food-processing, transportation, manufacturing and other industries in France. In 2021, our cleaning business in France generated €993.9 million of revenue (an increase of 4.3% compared to €953.0 million in 2020).

Our facility management businesses include multi-technical and multi-service management, safety and security, reception services and others. We also offer bundled facility management services, while reception services are provided through our cooperation with City One. In 2021, our facility management business generated €384.5 million of revenue (an increase of 14.1% compared to €337.0 million in 2020).

– **UK:** This segment includes all the companies operating in the UK and Ireland. Our UK segment is a provider of Facility Management services operating the following main divisions: cleaning, catering, security, technical services and projects. In 2021, our UK segment generated €787.0 million, or 26.7% of group Net Sales.

– **International:** This segment comprises all companies outside France and UK. As of December 31, 2021, we operated in 33 countries outside of France and the

United Kingdom and Ireland, in Europe, United States, Southeast Asia, Africa and Middle East, providing cleaning, multi-technical, security and bundled facility management services. In 2021, our international segment generated €782.3 million, or 26.6% of group Net Sales.

In addition, in our consolidated financial statements, we present in our segment information an additional item labelled "Other" which (i) includes the activities of our holding companies (except for UK), such as group-level management of finance, legal, accounting, procurement, human resources, fiscal and customer relations matters and (ii) reflects the elimination of intragroup transactions between reporting segments in consolidation. In 2021, Net Sales for "Other" amounted to €(2.0) million.

3. RESULTS OF OPERATIONS FOR FISCAL YEAR ENDED DECEMBER 31, 2020 AND DECEMBER 31, 2021

	For the twelve months ended 31 December	
	2021 Actual	2020 Revised
NET SALES	2,945.7	2,806.1
Raw materials & consumables used	(65.3)	(62.8)
External expenses	(127.0)	(106.3)
Staff costs	(1,930.6)	(1,835.1)
Taxes (other than on income)	(34.5)	(33.6)
Other recurring operating income and expenses	12.2	2.5
RECURRING EBITDA	210.5	206.9
Depreciation and amortization, net	(91.8)	(97.0)
Provisions and impairment losses, net	(21.1)	(15.8)
Other income & expenses	(28.4)	(13.0)
OPERATING PROFIT	69.2	81.1
Financial debt cost	(81.8)	(83.5)
Income from cash and cash equivalents	0.6	0.8
NET FINANCIAL DEBT COST	(81.2)	(82.7)
Other net financial income and expenses	(12.3)	(8.8)
NET FINANCIAL EXPENSES	(93.5)	(91.4)
Income tax expense	(23.2)	(15.2)
Share of loss of equity-accounted companies	0.0	0.0
NET INCOME (LOSS) FROM CONTINUING OPERATIONS	(47.5)	(25.5)
Net loss from discontinued operations	-	-
INCOME (LOSS) FOR THE PERIOD	(47.5)	(25.5)
Attributable to owners of the company	(52.1)	(28.3)
Attributable to non-controlling shareholders	4.5	2.8

Net sales

The following table sets forth the breakdown of our Net Sales for the periods indicated by reporting segment:

	For the twelve months ended 31 December	
	2021 Actual	2020 Revised
France	1,378.3	1,289.9
UK	787.0	701.1
International	782.3	847.2
Other	(2.0)	(2.1)
TOTAL NET SALES	2,945.7	2,806.1

By segment:

Net Sales increased by €139.6 million, or +5.0%, to €2,945.7 million in 2021 as compared to €2,806.1 million in 2020. This performance included the positive impact of currency movements for 0.1% and the scope effect was negative by 0.2% as the deconsolidation of Harta in Malaysia was partly offset by the consolidation of Aktrion Belgium. The increase of Net Sales like for like reached 5.0% in 2021. The improvement resulted from the relative basis of comparison as 2020 was impacted by the Covid-19 wave with like-for-like Net Sales growth of -3.8%, in a context of easing restriction measures across most geographies outside Asia, as well as the contribution of contract wins. The Group also continued to benefit from the contribution of special works related to Covid-19 sanitary measures although to a lesser extent than in 2020.

France. In 2021, Net Sales increased by €68.4 million, or +6.9% (as reported and like-for-like), to €1,378.3 million, as compared to €1,289.9 million in 2020. Net Sales growth (LFL) was driven by dynamic commercial development and successful deployment of Integrated FM strategy which had a positive impact on all activities.

UK. In 2021, Net Sales increased by €85.9 million or 12.3% to €787.0 million, as compared to €701.1 million in 2020. During 2021, Net Sales growth was 8.5% like-for-like versus 2020, driven by the good performance in Cleaning, Security (including COP26 project) and FM since easing of Covid-19 restrictions in early July 2021.

International. Net Sales decreased by €34.9 million, or -4.3%, to €782.3 million in 2021, as compared to €817.2 million in 2020. When excluding the negative effects of perimeter and foreign exchange rates, like-for-like Net Sales decreased by 0.8% in 2021. This performance mainly resulted from the 10.4% Net Sales decrease in the USA, partly offset by increases in all the other geographies.

Recurring EBITDA

The following table sets forth the breakdown of Recurring EBITDA for the periods indicated by reporting segments:

	For the twelve months ended 31 December	
	2021 Actual	2020 Restated
France ^{a)}	155.5	144.0
UK	58.1	50.3
International ^{a)}	45.9	53.6
Other ^{a)}	(49.0)	(41.0)
RECURRING EBITDA	210.5	206.9

^{a)} Excluding corporate holdings

^{a)} Corporate holdings and elimination of inter-segment transactions

Recurring EBITDA increased by €3.6 million, or +1.7% to €210.5 million in 2021, as compared to €206.9 million in 2020. Like-for-like increase was +1.5%.

Recurring EBITDA margin was 7.1% in 2021, down 30 basis points compared to 2020, mainly reflecting integration challenges in the USA, the lower contribution of Covid-19 related extra works, the impact from the relative lower profitability at the start of new contracts wins, which all more than offset the performance actions taken in all regions. These factors could not offset the performance actions taken in all regions.

France. In 2021, Recurring EBITDA increased by €11.5 million, or +8.0% to €155.5 million, as compared to €144.0 million in 2020. Recurring EBITDA margin reached 11.3%, up 10 basis points compared to 2020, despite the impact of the relatively low profitability at start of the major contracts won in 2021.

UK. In 2021, Recurring EBITDA increased by €7.8 million, or +15.5%, to €58.1 million, as compared to €50.3 million in 2020. Recurring EBITDA margin increased by 20 basis points to 7.4% compared to 7.2% in 2020, as reduction in Covid extra works and the non-recurring benefit from furlough scheme of 2020 were more than offset by higher margin projects.

International. In 2021, Recurring EBITDA decreased by €7.8 million, or -14.4%, to €45.9 million, as compared to €53.6 million in 2020. Recurring EBITDA margin went down by 70 basis points to 5.9%, mainly reflecting integration challenges in the USA and lower margin in Asia

as a result of Covid-19 related restrictions without the benefit of subsidies, partly offset by margin improvement in other regions thanks to cost efficiencies.

Others. "Others", which includes items that are not components of an operating segment, notably the operations of the Group's holding entities, increased in costs by €8.0 million to €49.0 million in 2021, as compared to €41.0 million in 2020.

Operating profit

Operating profit decreased by €11.9 million, or -14.7%, from €81.1 million in 2020 to €69.2 million in 2021. This decrease reflected the impact of higher Other income & expenses (net expenses of €28.4 million compared with net expenses of €13.0 million in 2020) as well as an increase in Provisions to €101.1 million in 2021 versus €15.8 million in 2020. Provisions in 2021 included the cost associated with the Judicial Public Interest Agreement ("CJPI") for €15.4 million. Those items were partly offset by higher Recurring EBITDA and lower Depreciation and amortization due to reduced capital expenditures in 2020 in the context of the Covid-19 crisis.

Net income (loss) for the period

Net income for the period was a loss of €47.5 million, as compared to a net loss of €25.5 million in 2020, for the reasons stated above, as well as the impact of the full depreciation of Harra stake in Malaysia and higher income tax charge as a result of higher taxable earnings in main geographies.

4. LIQUIDITY AND CAPITAL RESOURCES

Cash flows

The following table summarizes our consolidated cash flow statements for the periods indicated:

	For the twelve months ended 31 December	
	2021 Actual	2020 Restated
Net cash from (used in) operating activities	163.4	327.4
Net cash used in investing activities	(51.7)	(37.6)
Net cash used in financing activities	(188.3)	(145.7)
Exchange gains (losses) on cash and cash equivalents	2.3	(4.0)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(74.3)	140.7

Net cash from operating activities

	For the twelve months ended 31 December	
	2021 Actual	2020 Restated
Profit / (loss) from continuing operations	(47.5)	(25.5)
Adjustment for and elimination of non-cash items	128.8	124.0
Elimination of net finance costs	81.2	82.7
Elimination of income tax expense	23.2	15.2
Elimination of net other financial expenses	6.2	3.1
CASH GENERATED FROM OPERATIONS BEFORE FINANCIAL EXPENSES AND INCOME TAX	192.9	199.4
Change in working capital	(26.6)	149.0
Income tax paid	0.8	(0.7)
Change in factoring deposit	0.0	(0.1)
Cash from discontinued operations	0.0	(0.1)
NET CASH FROM OPERATING ACTIVITIES	163.4	327.4

We experienced a cash inflow of €163.4 million in 2021, as compared to an inflow of €327.4 million in 2020. As 2020 had the benefit of the deferred payment of social

charges and taxes for €75.0 million, 2021 were impacted by the actual payment for €68.9 million and €6.1 million are due to be paid in 2022.

ATALIAN US Northeast, LLC.
10% or more owners/shareholders and addresses

ATALIAN US Shared Services, LLC.

525 Washington Boulevard, 25th Floor, Jersey City, NJ 07310
100% shareholder of ATALIAN US Northeast, LLC.

ATALIAN Global Services, Inc.

525 Washington Boulevard, 25th Floor, Jersey City, NJ 07310
100% shareholder of ATALIAN US Shared Services, LLC.

ATALIAN INTERNATIONAL

132 rue de Dippach L-8005 BERTRANGE Luxembourg
Registered in the Trade Registry of Luxembourg under number B174853
100% shareholder of ATALIAN GLOBAL SERVICES INC.

ATALIAN EUROPE S.A.

132 rue de Dippach L-8005 BERTRANGE Luxembourg
Registered in the Trade Registry of Luxembourg under number B138311
99% shareholder of ATALIAN INTERNATIONAL

ATALIAN SOCIÉTÉ PAR ACTIONS SIMPLIFIÉE

110 rue de L'Ourcq 75019 Paris
Registered in the Trade Registry of Paris under number 572 181 170
100 % shareholder of ATALIAN EUROPE S.A.

LA FINANCIERE ATALIAN, SOCIÉTÉ PAR ACTIONS SIMPLIFIÉE

110 rue de L'Ourcq 75019 Paris
Registered in the Trade Registry of Paris under number 490 900 396
100% shareholder of ATALIAN SOCIÉTÉ PAR ACTIONS SIMPLIFIÉE

ATALIAN HOLDING DEVELOPMENT AND STRATEGY S.A.

10 rue de Luxembourg L-8077 BERTRANGE Luxembourg
Registered in the Trade Registry of Luxembourg under number B123508
95% shareholder of LA FINANCIERE ATALIAN, SOCIÉTÉ PAR ACTIONS SIMPLIFIÉE

FJ INTERNATIONAL INVEST, a private limited liability company

239 avenue Winston Churchill 1180 Uccle Bruxelles
Registered in the Trade Registry of Bruxelles under number 0846 197 217
100% shareholder of ATALIAN HOLDING DEVELOPMENT AND STRATEGY S.A.

Franck Julien

239 avenue Winston Churchill 1180 Uccle Bruxelles
100 % shareholder of FJ INTERNATIONAL INVEST

Background and History

ATALIAN Group entered the U.S. market in 2016 by acquiring four companies at the top of their industries. ATALIAN, headquartered in Jersey City, NJ, offers operations throughout the U.S. through our subsidiaries: ATALIAN US Northeast, LLC, located in Jersey City, NJ, ATALIAN US Ohio Valley, Inc., located in Columbus, OH, ATALIAN US New England, LLC., located outside of Boston, MA and ATALIAN US Midwest, LLC., located in St. Louis, MO. All U.S. subsidiaries are doing business as ATALIAN Global Services (ATALIAN).

ATALIAN Group operates in more than 30 countries on four continents and has revenues over \$3.5 billion and 125,000 employees worldwide. In the U.S., ATALIAN currently services more than 150 million square feet across 34+ states with more than 6,300 employees and a management team of more than 200.

Markets and Services

With 100 years of experience providing facility services in the U.S., ATALIAN dedicates specialized resources to the markets we serve.

In many cases, ATALIAN provides clients with multiple services allowing us to maximize the synergies of management, training, and flexibility, while setting industry standards. Services include:

- | | |
|--|---|
| ▶ Custodial and janitorial | ▶ Illness prevention |
| ▶ Security | ▶ Concierge services |
| ▶ Pest control | ▶ Engineering, mechanical and lighting maintenance |
| ▶ Grounds, landscaping, and snow removal | ▶ Architectural and structural repair |
| ▶ Controlled Environment cleaning | ▶ Specialty surface restoration and maintenance (marble, metals, wood finishes) |
| ▶ Cosmetic maintenance and painting | |
| ▶ Handyman services | |






Creating and adding value for our customers is the foundation of
ATALIAN's business philosophy.

ATALIAN offers a full menu of facility service capabilities and a long history of providing customers the most creative and customized facilities support solutions in the industry, improving service quality and often a cost savings. Cutting-edge management systems and technology trained and motivated staff and our commitment to quality have resulted in a clear differentiation between ATALIAN and other service providers.

In the U.S., ATALIAN has built our business by acquiring locally owned and operated service platforms that emulate our family-owned roots in France. These service providers bring integral relationships and trusted reputations within their community. The value of those long-term, local roots is a staple of the U.S. culture and is maintained in the structure of ATALIAN's U.S. business. The local hometown team you have come to know, and trust remains, selling and executing services as ATALIAN, with the additional resources and capabilities of a \$3.5 billion global organization to support them. **ATALIAN is your hometown team!**

Disinfection and Sanitization

At ATALIAN, we are mindful of healthier facilities, which leads to healthier tenants, employees, and community. We take pride in providing multiple different options when it comes to disinfection and sanitization of facilities. We have partnered with vendors to find innovative solutions that can sanitize and disinfect large, hard-to-reach areas in many different environments. We provide the following options to many of our clients, at an agreed upon cost:

- ▶ **Electrostatic Disinfecting System** – Electrostatic technology meets the various needs of your commonly touched and rarely disinfected surfaces. We use a bleach free solution that can kill the flu, COVID-19, and other unwanted viruses. 
- ▶ **Spray and Wipe Procedures** – A two pass system including routine cleaning with an additional pass to disinfect surfaces and high touch points. Clean and kill germs to prevent the spread of illnesses. 
- ▶ **30 Day Residual Antimicrobial** – This innovative solution shields surfaces with a protective barrier that prevents germs from growing. Treated surfaces stay germ free for up to 30 days with a single application. 
- ▶ **Oxivir® Disinfectant** – Powered by Accelerated Hydrogen Peroxide® (AHP®), Oxivir® has achieved the key balance of remaining potent but also minimizing toxicity. 
- ▶ **REME Halo®** – Designed to eliminate sick building syndrome risks by reducing up to 99% of odors, air pollutants, VOCs (chemical odors), smoke, mold, bacteria, and viruses, the REME HALO® units are easily mounted into air conditioning and heating systems air ducts where most sick building problems start. It oxidizes contaminants in the air with no chemical residue. After a nine (9) year study, the REME HALO® was proven to reduce virus, bacteria, molds, E. Coli, and odor. This test was conducted by CDC (Center of Disease Control), Kansas City University, FDA (U.S. Food and Drug Administration), U.S. Department of Health and Human Services, California Microbiology Center, and C&W Engineering (Independent PE Firm). 



Both our Health, Safety, Environment and Quality (ATA-SAFE) and Operations teams have been certified by the Global Biorisk Advisory Council (GBAC) as Microbial Warriors™. Our teams went through extensive training on how to prepare for, respond to and recover from biohazards in the workplace. The Microbial Warriors™ certification is just another layer of comfort we can provide our clients.

At ATALIAN, we care about our facilities, their life spans and the health and well-being of those who come and go in each of our locations. It is our initiative to make sure all our facilities are cleaned with products that are safe for the environment and humans alike.

Registrations/Licenses/Certifications

ATALIAN holds professional registrations and licenses as may be required in the provision of facility-related services. Our professional affiliations include, among others:

- ▶ International Sanitary Supply Association (ISSA)
- ▶ International Facility Management Association (IFMA)
- ▶ Building Owners and Managers Association (BOMA)
- ▶ National Association of College and University Business Officers (NACUBO)

Advantages/Differentiators of the ATALIAN Team

ATALIAN has the unique ability to produce the outcomes required by our clients over other firms because we have:

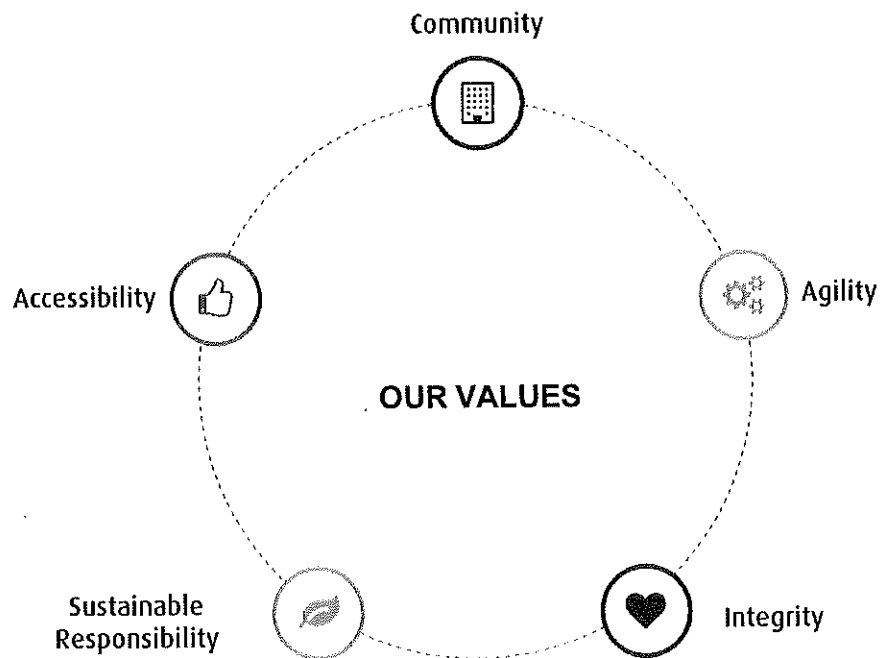
- ▶ **Tremendous people resources and full-menu service capabilities** – With more than \$3.5 billion in global revenues and 125,000 employees worldwide, ATALIAN can provide our clients what they need, when they need it.
- ▶ **Industry-leading safety and quality systems and programs** – ATALIAN has an industry-leading Experience Modification Rate (EMR), offering our clients peace of mind.
- ▶ **Cleaning Industry Management Standard (CIMS)-certified** – Less than 1% of janitorial companies in the U.S. have achieved this industry certification, making ATALIAN a leader in providing quality professional cleaning services.
- ▶ **Comprehensive hiring and screening practices** – ATALIAN's comprehensive hiring and screening practices assure our clients of the highest level of integrity and security of employees at their facilities.
- ▶ **Cutting-edge service technology and data-driven operational systems** - Using leading industry technology and our metrics-driven processes, ATALIAN can focus our operational expertise and develop solutions to any quality control, staffing or performance issues in a proactive manner.
- ▶ **Transparency of operational practices** – ATALIAN maintains full transparency of our operations to ensure client satisfaction and a relationship of trust and partnership.

Our Values

ATALIAN draws our strength from our entrepreneurial culture and strong identity which is formed on our foundational values of:

- ▶ **Community** – Our services are locally sold and managed by members of your community who have the support resources and capability of a global organization.
- ▶ **Agility** – We can provide one of the largest true self-performing services offering that is flexible, anticipative, and innovative.
- ▶ **Integrity** – We represent respect, loyalty and honesty to ourselves, our employees, and our customers. We serve one another the way we wish to be served.
- ▶ **Sustainable Responsibility** – We operate our business in a way that shows we care about our environment, society, economy, and humanity.

- **Accessibility** – Our team is always available and ready to serve 24/7/365.



References

Below we have provided references for accounts where we are currently providing services most like your requirements.

CLIENT/ADDRESS	START DATE	DETAILS	SERVICES PROVIDED	CONTACT
Seton Hall University 400 South Orange Avenue South Orange, NJ 07079	2002	<ul style="list-style-type: none"> • 40 buildings • 1,700,000 sf • 10,000 students 	Housekeeping, window cleaning, carpet and floor care, trash services, matron services, event support for classrooms, libraries, laboratories, and athletic facilities, including the baseball stadium for their Division I team	John Signorello Assc. VP, Facilities & Ops 973-761-9615 john.signorello@shu.edu
NY Red Bull Arena 600 Cape Mays Street Harrison, NJ 07029	2020	Arena, suites, restrooms, offices, and training stadium	Janitorial and disinfection services	Bill Wiswesser Senior Director of Operations 973-776-8810 Bill.wiswesser@newyorkredbulls.com

Utica College 1600 Burrstone Road Utica, NY 13502	2008	<ul style="list-style-type: none">• 20 buildings• 1,137,000 sf• 130 acres• 3,000 students	Janitorial, grounds and maintenance services for classrooms, libraries, laboratories, and athletic facilities, including a domed facility housing track and field, football (both real and artificial turf), basketball, tennis, and fitness centers; snow removal, sports field management	Kim Lambert Executive Assistant to the President 315-792-3341 clamber@utica.edu
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Management Plan

Overview

Central to our delivery model is the structured way we approach work. Our delivery model is based on the International Sanitary Supply Association (ISSA) standards. As you undoubtedly know, the ISSA – the worldwide cleaning industry trade body – was developed based on the international standard for quality management, the ISO 9000 standard, and customized for the cleaning industry.

Specific details of our work approach – from our account management and support resources to the stringent selection of personnel, training afforded, safety matters, technology utilized for management and transparency and green cleaning – are given below. In addition, how we transition an account to minimize disruption and ensure that we have laid the foundation for a successful operation, is also provided below.

Account Management and Support Resources

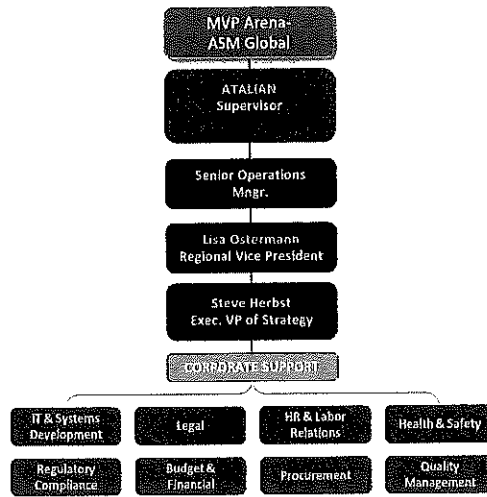
Members of ATALIAN's account management teams are professionals experienced in day-to-day operations of providing cleaning and janitorial services, including staff training and supervision, budgeting, safety, quality control and reporting. Account management staff carefully monitor quality and productivity benchmarks and service delivery standards and routinely visit client facilities to review all aspects of the program. In addition, our client accounts are supported by corporate staff in our IT, legal, human resources and labor relations, health and safety, regulatory compliance, finance, procurement, and quality management groups.

Below we have provided an organizational chart depicting our account management and support resource's structure. Brief biographies of ATALIAN's key offsite account management personnel to oversee your facilities follow.

NAME/TITLE/EXPERIENCE	PROFILE
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▶

NAME/TITLE/EXPERIENCE	PROFILE
LISA OSTERMANN Regional Vice President, Operations ► 30+ years of experience ► Joined ATALIAN in 2020	<p>Lisa brings her expertise to ATALIAN from several key industry positions: her experience includes ISS Facility Services, GCA Services Group, Xanitos, Guardian Service Industries and ABM Industries.</p> <p>She is a Certified Facility Manager from IFMA (International Facility Management Association) and GBAC (Global Biorisk Advisory Council) certified in Fundamentals, with an emphasis on SARS-CoV-2/COVID-19. She is a Certified Facility Manager from International Facility Management Association (IFMA) and Global Biorisk Advisory Council certified in Fundamentals, with an emphasis on SARS-CoV-2/COVID-19.</p> <p>Lisa holds a bachelor's degree in Political Science/Sociology from Long Island University in Brooklyn, NY, and a bachelor's degree in Industrial Technology/Facility Management from Farmingdale State University in Farmingdale, NY.</p>
STEVE HERBST Executive Vice President, Operations ► 25 years of experience ► Joined ATALIAN in 2021	<p>Steve Herbst, Chief Operating Officer for ATALIAN Global Services, joined the team originally as ATALIAN's SVP of Strategy July of 2021, where he was responsible for building & installing the operational, sustainability and equipment/supply programs. Steve came to ATALIAN with more than 25 years of experience in operations, management, and training.</p> <p>In April of 2022, Steve was promoted to Chief Operating Officer, where he works closely with our Regional Vice Presidents, supporting our Operations teams throughout the U.S. to continue building upon our current systems and programs as we evolve as a leader in our industry.</p>



Supplier Diversity Program

While ATALIAN is not a MWBE supplier, we recognize that an open, competitive atmosphere is beneficial to both buyer and seller, and it is our policy to foster this environment. As such, ATALIAN does not discriminate on any basis and, accordingly, makes good-faith efforts to use minority-owned, women-owned, physically challenged and veteran-owned suppliers throughout the procurement process wherever possible and in accordance with client MWBE participation requirements. All efforts to contact and engage minority-owned, women-owned, physically challenged and veteran-owned suppliers are fair and impartial. In accordance with existing laws, ATALIAN does not give preference to a particular business group or classification. Our supplier diversity program has been created to ensure that minority-owned, women-owned, physically challenged and veteran-owned businesses have the unimpeded ability to compete in the procurement process and to do business with ATALIAN.

For those occasions when client requirements call for a specified level of MWBE participation, we work with qualified MWBE firms as second-tier providers to help ensure clients attain their minority business spending targets, typically subcontracting such functions as pest control, window cleaning and drapery cleaning.

ATALIAN meets regularly with clients requiring MWBE participation to provide evidence that MWBE firms are currently being employed and offer strategies for enhancing additional services to be provided by MWBE firms to maximize the MWBE requirement.

Emergency Plan

A well-designed, well-communicated plan is required to ensure that services are performed even under emergency conditions. Coordinating resources and their distribution with MVP Arena-ASM Global will be a key factor in the process.

No matter who is informed of the emergency, all department personnel will be instructed to immediately contact the director of Custodial services. The director will proceed to the site to assess the problem and put in action a plan to address all issues. The director will remain onsite until the emergency is under control. Steps in this part of the process include:

- ▶ Requesting appropriate labor resources and equipment to the site. Depending upon the emergency type and scope, there are four sources of emergency personnel:
 - A predetermined and pre-trained list of current staff who have agreed to be called in to cover emergencies
 - Personnel from our temporary staffing partner
 - Resources supplied by our emergency plan partner
 - Additional ATALIAN employees throughout the region
- ▶ If needed, additional equipment is also available at ATALIAN's regional office or through manufacturer partner resources
- ▶ If needed, all ATALIAN onsite managers and supervisors will report to MVP Arena-ASM Global to provide management oversight to segments of the response. Additional ATALIAN management support is available through both our regional and corporate offices.

- ▶ Because the Custodial supervisor is in constant contact with the territory manager and VP of operations, a decision can be made to have specialized equipment shipped directly from the manufacturer, as needed.

In terms of capability to respond to different types of emergencies (e.g., floods, weather events, etc.), ATALIAN creates scenarios of the actions to be taken based on the severity or type of emergency. A minor flooding event may be handled by calling in additional staff and using available equipment. On the other hand, major flooding response is coordinated through our strategic partner.

ATALIAN will work closely with MVP Arena-ASM Global to derive emergency plans that address (1) the safety of both employees and visitors; (2) protection of property; and (3) restoration to pre-event status of the buildings and the landscape. We present multiple solutions so that MVP Arena-ASM Global will be able to select the one that presents the most value for the circumstances.

Reporting

ATALIAN utilizes the ATA-QUALITY monitoring system to generate reports upon request, as well as on a monthly, quarterly and annual basis. The purpose of these reports is to highlight and monitor specific items of interest to our clients. We can generate reports about specific buildings, staffing, equipment and/or safety concerns. These reports allow ATALIAN to provide our clients ongoing analysis on operationally fluid components of the daily services being performed at their facilities (and will do the same for our operations at MVP Arena-ASM Global).

For other clients, we have frequently provided reports covering areas such as:

- ▶ Quality Issues
 - Specific areas of concern
 - Individual employees' performance by location and shift
 - Operational improvement analysis (improved technology, cleaning chemicals and operational methods)
- ▶ Suggested Cost Savings
 - Suggested labor savings
 - Increased equipment productivity
 - Improved operational scheduling
- ▶ Sustainability Efforts
 - Identify problem areas
 - Indicate results from testing of "Green" products
 - Identify percentage of "Green" products being used
 - Detail results of sustainability initiatives
 - Suggest improvements for sustainability initiatives

- ▶ Equipment and Technology
 - Identify new equipment and technology to improve systems and quality
 - Report on preventative maintenance schedule and maintenance
- ▶ Safety
 - Discuss any safety issues that have occurred on the campus
 - Discuss safety initiatives being discussed and implemented
 - Provide attendance reports on weekly employee safety meetings

Complaints and Corrective Action

Realizing the importance of responsiveness in developing effective partnerships, ATALIAN will maintain open lines of communication with MVP Arena-ASM Global 24 hours per day, 7 days per week.

We have a structured process in place that results in any request or complaint being handled with the requisite urgency. The escalation path involves the supervisor, project manager, area manager and Vice President of Operations. Functional specialists—such as the safety director and labor relations director—will be notified if the nature of the request/complaint lies within their domain of work. The ultimate objective of a well-structured process is to ensure end user satisfaction.

Through our combination of internally developed and proprietary processes, procedures and tools, and externally available resources, all adopted and adapted for the account, greater visibility into operations is available to all levels of management and customers alike, with secure logins where applicable. Some tools we might put in place to track complaints and corrective action include:

- ▶ Corrigo for work order management, providing visibility into tasks assigned, completed and much more; and
- ▶ ATA-QUALITY for web-enabled inspections and reporting

Corrigo

In order that we have a system to ensure that all requests and complaints are logged and completed, ATALIAN suggests using a work order system. If the facility does not have one in place, ATALIAN will provide one such as Corrigo that we utilize at other accounts. The use of Corrigo will provide us the platform to disseminate the work orders/corrective action directives electronically so that requests and complaints are dealt with expeditiously. Using the system will also help determine the status of a particular request (i.e., open or closed status) and the times for the completion of it at any given time.

ATA-QUALITY

The foundation of ATALIAN's quality assurance process is the ATA-QUALITY audit system, a tool that helps supervisors and managers identify areas in need of improvement. The ATA-QUALITY system is unique in that the elements of quality and building geography can be customized to building and specification; inspections become more thorough and focus on how well the cleaning process is being delivered to a specific location. ATA-QUALITY uses handheld devices to perform field audits and upload data to a central server.

Data from inspections conducted using ATA-QUALITY are compiled daily and reviewed by onsite management. For statistics, charts and graphs, to illustrate major trends or a snapshot view, scores are aggregated continually and are accessible online at any time.

In terms of steps taken to correct deficiencies, inspection data are reviewed daily by onsite management and supervisors and immediate action taken should a problem be discovered. If the cleaner responsible for that area is available, the resolution takes place immediately. If immediate action cannot be taken, a work order is issued through the system and tracked the same way as it is in the process of handling any other work order.

Human Resources

ATALIAN's labor practices and Human Resources policies and procedures are designed to ensure that we recruit and retain the most motivated workforce in the industry. At each client location, a well-vetted, capable and stable workforce becomes the foundation upon which we build a superior program.

A successful custodial program is a combination of qualified management, training capabilities and corporate support—all focused on ensuring that hourly custodial staff are well-equipped to perform the tasks at hand. We make every effort to provide a fair and open administration of human resources-related issues. ATALIAN is an employee-oriented company, and you will see evidence of that approach in each of the major areas, including:

- ▶ Commitment to Equal Opportunity and Affirmative Action
- ▶ Policy against sexual harassment
- ▶ Employee benefits
- ▶ Standards of employment
- ▶ Commitment to a drug-free workplace

Human resources policies and procedures are disseminated to all employees via employee handbooks, letters to employees, administrative bulletins and bulletin board notices. We believe all employees deserve to fully understand (1) their rights under the law; (2) their entitlements under ATALIAN's benefits programs; and (3) the processes we go through to ensure their employment at ATALIAN is a positive experience for both of us.

Full-time Labor Relations Director on Staff

As an employer of more than 6,300 people in the U.S., ATALIAN has a full-time Director of Employee & Labor Relations on staff within our Human Resources department. The position allows ATALIAN to anticipate and manage labor issues early enough to minimize labor problems.

Applying management rights equally to both organized and non-union staff allows onsite management to stress individual performance as outlined in the task assignment for each worker. We work within a system of progressive discipline; wherever a staff member is not performing, we make every effort to retrain him or her to meet performance goals.

ATALIAN deals with more than a dozen unions daily, and we have been a signatory to the 32BJ Collective Bargaining Agreement for over 40 years. We work closely with senior union officials both locally and nationally to ensure that agreed-upon practices are carried out. We also recognize the important role the onsite management team plays in the success (or failure) of a program delivered by a union workforce. Specific training is required, as is a solid understanding of the union contract, before any manager sets foot onsite. ATALIAN's success in creating a positive working environment with organized labor has been partly due to having our Director of Employee & Labor Relations handle issues as soon as they arise, addressing them in the most efficient manner.

Hiring Practices

For MVP Arena-ASM Global, we will interview all current custodial staff and offer employment to those we feel will assist us in providing quality services. Whenever possible, we fill open positions by promoting qualified and deserving employees from within. If internal candidates are not available, we will list open positions with appropriate publications (Internet and print), employment services and other recruiting vehicles.

In addition to interviewing each potential candidate, we:

- ▶ Verify the person is a citizen, permanent resident alien or otherwise authorized to work in the U.S., in accordance with the Immigration Reform and Control Act
- ▶ Verify the individual's previous employment history
- ▶ Perform criminal background checks in every U.S. County where the applicant's Social Security number has been used over the past 7 years (this includes mortgages and other loans, leases, utilities, and other sources)
- ▶ Verify the person's Social Security number twice: during criminal background check and via formal inquiry with the Social Security Administration
- ▶ Fingerprint individuals, as required
- ▶ Ensure that the individual has no criminal charges pending or felony convictions of any violation of ordinance, regulation or law (including military law)
- ▶ Perform drug testing (as requested) for applicable positions, including a 10-panel screening (the industry standard is a 5-panel screen; our test captures more classes of illegal drug use)

ATALIAN will provide copies of these records, as permitted by law. In addition, you will be free to inspect the records of any ATALIAN employee working at any of your facilities any time during the term of the contract.

Competitive Salaries, Employee Benefits and Incentive Programs

ATALIAN offers competitive salaries and incentive programs that attract and retain qualified staff capable of working within our systems and meeting program goals. ATALIAN has a variety of employee incentive programs in place at our client sites across the U.S. We believe in rewarding staff members who excel in the performance of their daily functions.

Staff and management are offered a variety of competitive benefits programs and as applicable, can include group medical, dental and vision insurance; short-term, long-term, life and supplement insurance; group disability insurance; 401(k) retirement plan; and personal time off. We also offer Flexible Spending Accounts (FSAs) for medical and dependent care expenses.

Uniforms

At ATALIAN, we understand that uniforms help identify workers from a particular company or function and provide a measure of security in ensuring that our employees are readily identifiable when at a client's facility. However, uniforms do not need to be drab and uninteresting—smart-looking uniforms provide a dual benefit: they help provide a sense of pride to the employee while also offering our clients the professional appearance they expect from an outsourced provider. Naturally, the selection of the right uniform is done collaboratively with our clients to ensure satisfaction with the image presented, and such will be the case with MVP Arena-ASM Global.



The following is excerpted from ATALIAN's Employee Handbook, distributed to all service workers on our staff:

"A professional appearance is essential to your job. You are a representative of the Company, so you must present a clean and professional image to our customers, employees, management and the general public. You must dress in a uniform, if required, or if not, in a professional and appropriate manner. If your attire or physical appearance is inappropriate, you may be required to leave the premises until such time as your appearance is appropriate."

Employee Motivation Programs

Employee retention is a key component to ATALIAN's success. ATALIAN's HR department has implemented a series of practices, policies and initiatives to ensure that we hire, train, motivate and maintain the highest-level employees to represent ATALIAN at our client facilities. Through stringent hiring practices, as well as fair and open administration of personnel policies, we strive to maintain a high level of employee satisfaction.

Employees are supported, coached and guided to meet their personal career goals, as well as our overall corporate objectives. We communicate with our employees, partnering with them and providing the resources necessary for personal and professional development. Many of our employees have taken advantage of this program and have been promoted up through the ranks. In addition, our staff development philosophy attracts and motivates workers in every aspect of their work.

In addition to our corporate initiatives, ATALIAN urges each of our local managers to develop, encourage and motivate their staff using methods appropriate to their given locations. These initiatives have included:

- ▶ Incentive bonuses (frequently, a day off with pay or gift card to local attractions through our Tickets to Work program)
- ▶ "Employee of the Month" recognition along with anniversaries and birthdays
- ▶ Picnics and pizza parties

Employee Performance Appraisals and Discipline

ATALIAN understands that, for employees to be completely productive, they must be aware of what is expected of them and fully understand how to do their job. ATALIAN's onsite management stresses individual performance as outlined in the task assignment provided to each worker. In addition, all employees are also provided an Employee Handbook that details company policies regarding punctuality and attendance, use of drugs and alcohol, harassment, personal appearance, and workplace safety, among others. We work within a system of progressive discipline; wherever a staff member is not performing, we make every effort to retrain him or her to meet performance goals.

We find that the most effective method of training people is by coaching. ATALIAN provides onsite managers with instruction in coaching and discipline. In this class, managers learn how coaching improves performance and the most effective coaching techniques through a careful step-by-step process. The course also provides techniques for addressing problem behavior, while simultaneously preserving the employee's self-respect. Managers also learn about progressive discipline, when severe discipline is warranted and how to properly terminate someone's employment.

Employees undergo a formal annual performance review that includes both self-assessment and assessment by their managers. Any employee who is rated overall as Unacceptable is placed on a 90-day probationary period and any potential wage increase withheld through the probationary period. If immediate, significant, and continuous improvement does not occur, the employee is subject to termination of employment. Safety, Risk Management & Accident Prevention

ATALIAN knows that everyone benefits from a safe and healthy environment. We are committed to maintaining an injury-free and illness-free workplace. Our safety department takes a proactive approach to safety and accident prevention.

We believe there is a direct correlation between an emphasis on safety and our low workers' compensation and general liability rates, along with our favorable Experience Modification Rate (EMR) rating.

Safety is a core value at ATALIAN and we make it our focus. A behavior-based safety culture helps reduce incidents through building a foundation with **Measurement, Education, and Teamwork**. This creates related incentives to boost the success of a world-class Safety Program.

Hazardous Material/GHS

ATALIAN knows that complying with all safety standards when using, storing, or disposing of all cleaning chemicals is not only the law, it's the right thing to do. Embracing this as a company, we have implemented programs that effectively ensure all employees, staff, and clients are not only informed about any hazardous cleaning solutions, but also about the procedures for handling, use, control, and disposal of them. Facets of our programs include specific training and refresher training throughout the year about container labeling, safety data sheets, and equipment inspection and maintenance.

Container Labeling

All containers received for use will be clearly labeled as to the contents, note the appropriate hazard warning, and list the name and address of the manufacturer.

All secondary containers (e.g., spray bottles, gallon jugs, etc.) are labeled with either an extra copy of the original manufacturer's label or with labels that have the identification and the appropriate hazard warning.

Safety Data Sheets (formerly MSDS)

Copies of SDS for all chemicals in use will be kept onsite. SDS will be available to all employees during each work shift. Copies of all SDSs are furnished to the client's safety department.

Blood-Borne Pathogens

All Category I and Category II employees will receive extensive training in the use of universal precautions and proper handling and disposal of bio-hazardous waste. Each employee will be required to sign off on a checklist of items covered in the training, as well as pass a written exam. Employees attend four mandatory trainings at orientation. Retraining and testing is conducted for each employee on an annual basis.

Category I

Any job-related task involving potential exposure to blood-borne disease by way of mucus membrane or skin contact with blood, body fluids or tissue, or a potential for spills or splashes of them.

Category II

Any job-related task involving no exposure to blood, body fluids or tissue, but may be called upon to perform tasks that would involve exposure or potential exposure to blood-borne disease.

Category III

Any employee who works in a situation, Category II, where there is no reasonable potential for biohazard exposure (e.g., office cleaners, floor care workers), that work outside of areas of exposure, and are completely isolated from exposure.

Category I and Category II employees will be knowledgeable of standard operating procedures and have acknowledged their understanding by signing off on a list of standard operating procedures. Employees will never be allowed to perform Category I or Category II duties until they have received training, passed a written exam, and signed off confirming their understanding of the standard operating procedures.

Training Subjects

BIOHAZARD



- ▶ Type of body fluids by which there may be contact
- ▶ Type of blood-borne disease that may be present
- ▶ Probable means of exposure
- ▶ Understanding of different concentrations of exposure (e.g., lab specimens vs. blood vs. sputum)
- ▶ Universal precautions
- ▶ Handling and disposal of biohazard
- ▶ Personal protective equipment
- ▶ Knowledge of decontamination procedures
- ▶ Reporting accident or injury
- ▶ Follow-up procedures after possible exposure of worker to HIV/HBV

An explanation of the HBV vaccine and its availability will be offered to employees within the first 10 days of employment.

Accident Prevention

The safety of everyone in your building is one of our top priorities. In the rare instance that an accident or other work-related incident should occur, the following procedures are immediately implemented:

- ▶ All claims are reported to our insurance carrier within 24 hours.
- ▶ Claims progress is monitored to ensure efficient completion.
- ▶ Investigations are conducted with a focus on preventing repeated incidents.
- ▶ Employees needing medical attention are assisted to ensure speedy recovery.
- ▶ Follow-up treatments are arranged near the employee's home.
- ▶ All efforts are made to bring the employee back to work as soon as possible.
- ▶ Light duty options are implemented when appropriate.
- ▶ A thorough, documented investigation of the actions of all parties involved is initiated immediately.

ATALIAN's commitment to safety means we have one of the lowest workers' compensation rates in the industry. By keeping our workforce safe, productive, employed and OSHA-compliant, we create savings for our clients.

Medical Triage

ATALIAN partners with Triage to offer medical evaluations and advice for employees who have suffered a work-related injury. This program provides an immediate response from licensed professionals now injury occurs or at the onset of illness. Triage determines the severity of each situation and suggests the best course of action for treatment. Our partnership with Triage includes a streamlined response service, available 24/7 to every employee. Additionally, Triage assists operations personnel with accident reporting and helps to reduce the incidence of unnecessary treatments, claims, and costs.

For-Cause Testing

ATALIAN performs controlled substance and alcohol tests based on a reasonable belief by the client or our management that an individual is using alcohol or drugs based on specific physical, behavioral, or performance indicators. We remove any employee from the premises and prohibit them from performing work if they are suspected of being under the influence of drugs or alcohol or who is otherwise exhibiting unusual job behavior or unacceptable job performance because of a suspicion of substance abuse.

Post-Accident Testing

ATALIAN conducts drug and alcohol testing after all accidents.

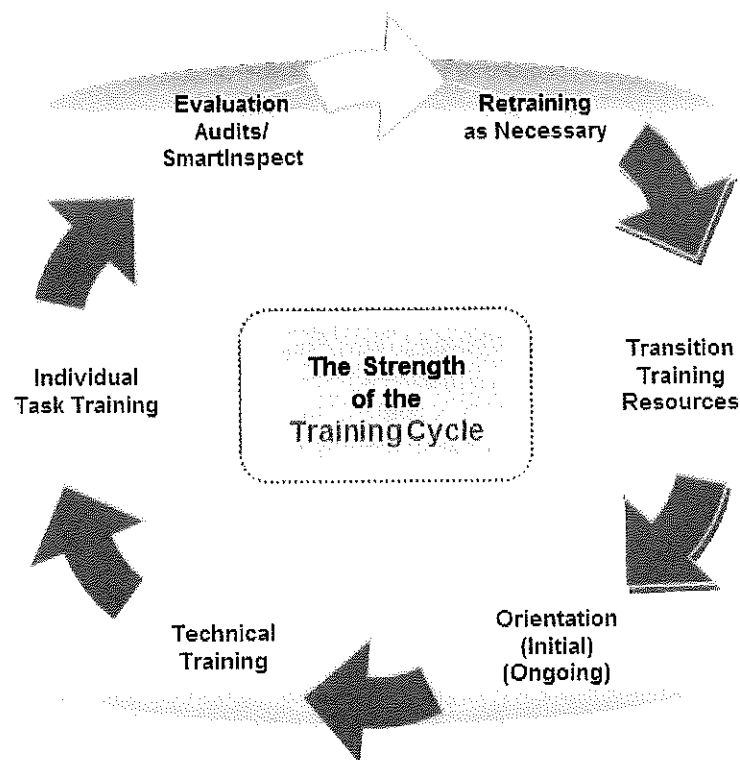
Training Program

Proper training not only increases productivity and quality of services provided, but results in staff members gaining the confidence that they contribute to overall success of the program delivery.

At MVP Arena-ASM Global, training will take on an added dimension of importance. Because we focus on the cleaning process (including green cleaning) and the steps necessary to provide a high level of cleaning quality, it is crucial that each step in the process be performed as prescribed. Enforcing the process takes a strong monitoring and training effort by management and supervisors, but the results will be worth it for all involved.

We have seen a significant shift in morale when training programs have been effectively introduced.

ATALIAN uses a TRAINING CYCLE concept to continually train – measure – retrain – remeasure. This approach is critical to delivery of safety, quality and health.

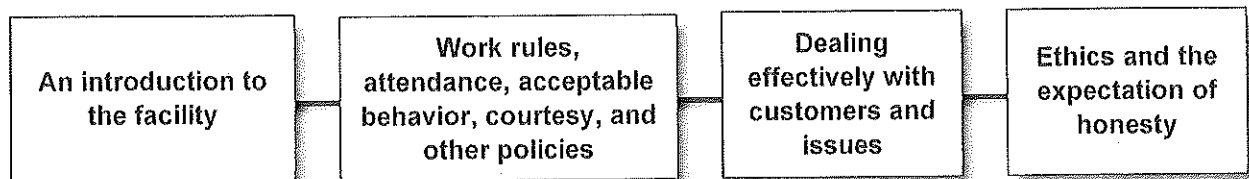


We view training as our commitment to staff members that we will provide the tools necessary for their success in performing assigned tasks. The goal of training is not teaching, but learning. ATALIAN managers and support staff are well-versed in appropriate methods of combining teaching of staff and observing that what the staff has learned is used within the system to perform their assigned tasks. Using a variety of evaluative techniques, management can identify opportunities to retrain employees in areas where they underperform.

Employee Orientation

Although many of your staff will be familiar with assigned routines, ATALIAN's orientation program will provide both current and newly hired staff the opportunity to become familiar with ATALIAN policies, procedures and program components. It is important that all staff fully understand the policies and procedures in place.

Before any training in the specifics of cleaning responsibilities, employees review:



Prior to starting work, each staff member attends a health and safety orientation, covering:

- ▶ An overview of the safety training program including the Hazard Communication Standard, Right to Know, Material Safety Data Sheets (MSDS), hazardous materials handling, personal protective equipment, etc.
- ▶ Methods/observation techniques to determine the presence or release of hazardous chemicals
- ▶ Emergency procedures in the event of exposure to hazardous chemicals
- ▶ Instructions on how to read labels and review the MSDS
- ▶ Locations of the MSDS file and the hazardous chemicals list
- ▶ Proper use of protective safety equipment (including gloves/glasses) for handling, use and storage

Following orientation, employees are provided instruction in requirements within their area of assignment. They learn the mechanics of the work routines and become familiar with handling equipment and materials. Following the basic course, staff members take their places on the ATALIAN field team. We also make self-study training materials available in subject matter applicable to occupational categories, qualifications and experience.

Training records are kept for each employee and are available for inspection at any time. Area supervisors review records of each employee assigned to them prior to that individual starting work.

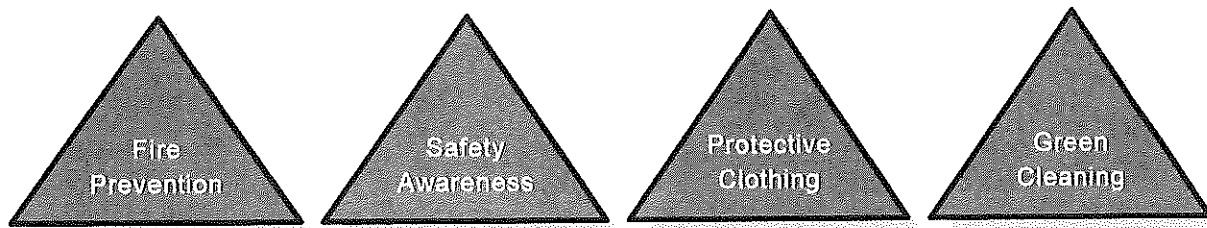
Service Associate Training

ATALIAN will likely introduce types of equipment the current staff is not familiar with. Prior to the use of any equipment, we provide the appropriate training. A similar situation may exist in terms of the introduction of new task schedules, cleaning tasks and systems. ATALIAN's cleaning methodology will be carefully explained to all staff, and additional transition team project managers will work with each employee to ensure a staff member has "buy in" of the new system.

Task Development, Assignment and Training

During the transition period, the start-up team develops appropriate schedules, task lists and staff assignments. On a one-to-one basis, cleaners will be trained in each of the tasks they will perform. The correct use of chemicals, proper cleaning procedure and the order of task performance will be discussed, and the cleaner will be asked to perform the tasks; the trainer provides further training until the staff member has mastered all responsibilities.

Each month, the department will receive group training on a timely topic. Sessions have included:



Equipment Training

ATALIAN will ask selected staff members to become familiar with automatic and specialized equipment. This focused training is an important aspect of safety for the employee and those around them. The employee must demonstrate a high degree of competence on the machine before being permitted to use the equipment without supervision.

Continuous, ongoing training in cleaning processes and the proper use of equipment is a major contributor to the success of our program.

Supplies Training

Although the use of cleaning chemicals and related supplies seems somewhat straightforward, ATALIAN provides each employee with chemical-specific training to ensure proper use. Cleaning chemical disposal stations also contribute to staff safety. Color coding supplies and using environmentally sound brands contribute to the staff's ability to operate in an environment that's safer for everyone.

Management Training

ATALIAN is dedicated to training and development of our managerial team. Our focus is to promote from within. To this end, we provide training designed to enhance higher managerial and technical skills.

ATALIAN's program incorporates formal classroom and field service training provided by in-house and outside experts. We provide on-the-job sessions, along with outside training, seminars and college courses.

Our programs are designed to provide all levels of management with thorough training in leadership skills and proper use of managerial techniques and new industry technologies. This training also provides managers and supervisors an extensive understanding of the technical requirements for each job classification.

Our Management Development Program is a comprehensive program designed to achieve superb customer satisfaction while promoting career development opportunities. This program helps ensure success and guarantees quality of service, customer satisfaction and a motivated managerial staff.



In addition, we conduct formal training at facilities throughout the ATALIAN system in the U.S. Our full-time corporate training staff travels to our various regional training centers to assist in delivering our programs and supporting these full-service educational facilities. The cornerstone of this program is a series of seven interactive seminars combining a broad-based education in facilities services with an in-depth understanding of leadership and management application.

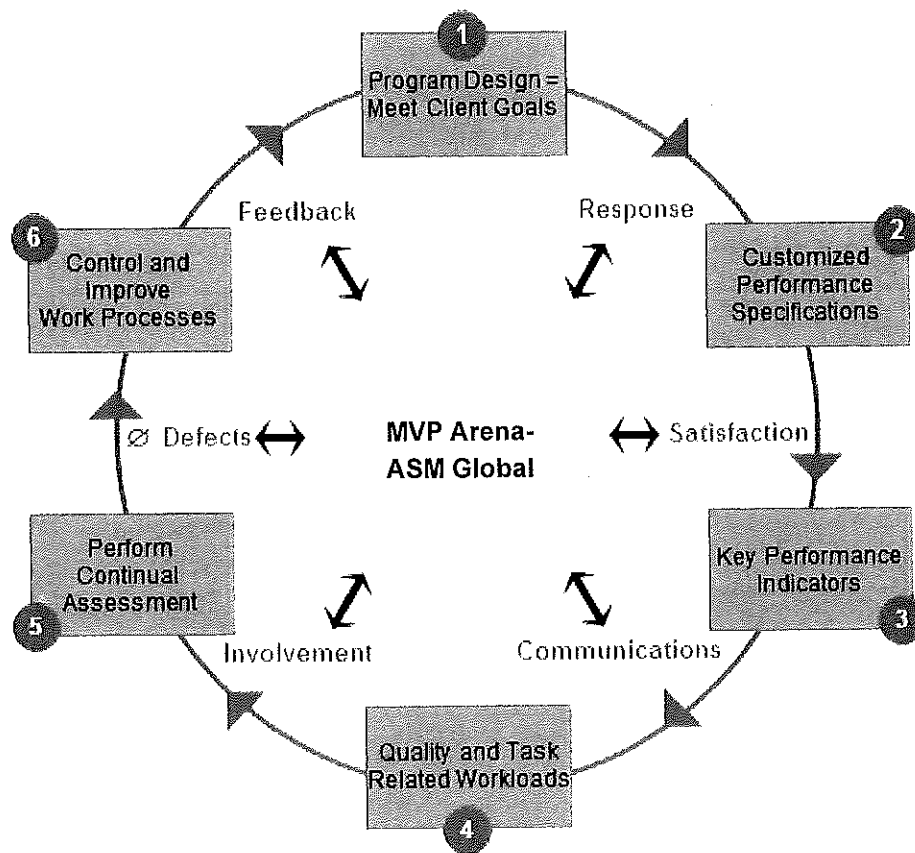
The goals of our management training program are designed to ensure that:

- ▶ Managers and supervisors are well informed and play an integral part in the development and implementation process of our cleaning program
- ▶ Each employee job is well defined and understood
- ▶ All employees are well versed and possess the necessary skills to perform their job effectively
- ▶ Promotional opportunities are provided throughout the organizational structure
- ▶ Maximum productivity without sacrificing the level of quality is achieved
- ▶ Safety (Health, Safety and Environment (HSE)) plays a major role in the entire program

ATA-SAFE: Health, Safety, Environment and Quality

ATALIAN managers and supervisors are responsible for ensuring that what has been promised in this proposal is delivered. Daily quality assessment rounds provide management with objective information on the quality of services being delivered by all staff in each area.

We have created a system of quality measurement designed to focus on areas of deficiency that identify staff members whose performance needs retraining. Implemented and administered by our Director of Quality Assurance, ATALIAN's quality plan includes a detailed description of our methodology to measure and perform to the highest possible standards. The graphic shown here is an overview of our quality plan for MVP Arena-ASM Global .



Customer Service

ATALIAN creates, maintains and measures customer service using the following methods:

- ▶ Providing training in all aspects of Custodial Services, including equipment use, chemicals and procedures
- ▶ Establishing a Quality Assurance (QA) baseline and creating a Continuous Quality Improvement (CQI) plan to maintain and improve the services provided
- ▶ Maintaining documented QA rounds and sharing them with the client; using results to train staff

Quality Plan

Our plan establishes performance standards and acceptable quality levels for each task, based on contractual specifications and client expectations.

The goal is to reach mutually agreed-upon quality assessment scores for each quarter.

Based on our management systems, this comprehensive program includes:

- ▶ Acceptable quality levels
- ▶ An administrative reporting system
- ▶ Provisions for establishing minimum acceptable inspection scores

- ▶ Performance indicators
- ▶ QA checklists
- ▶ Systematic surveys

Leadership

ATALIAN management and supervisors are visible throughout the site and are actively involved in the total quality practices of the program. Communication is an integral component to QA, and onsite managers and supervisors listen to customers and our employees to ensure that important points are addressed within the system.

Information and Analysis

ATALIAN's fact-based decision-making is generated through our reliance on comprehensive, accurate and meaningful information.

Trending, benchmarking and investigating service processes are all catalysts for change. Taking a sound, systematic approach to documenting procedures is critical to achieving a quality service.

Employee Motivation

Employees are supported, coached and guided toward career goals. ATALIAN's management communicates well with employees, partnering with them to provide personal and professional development resources.

Results

To measure and evaluate results, ATALIAN relies upon objective inspection methods and stringent specification criteria, coordinating productivity measures through interaction with our customers. Having a strong history of quality services, ATALIAN uses accurate and timely data control methods such as our service control calendar and the outline of when and where services are scheduled.

Key Performance Indicators (KPIs) and Customer Satisfaction

ATALIAN relies on Key Performance Indicators (KPIs) to track fundamental operation, performance and productivity data. KPIs are designed to track fundamentals such as absence rates and when periodic work is due. Compiled monthly, these reports provide clear and concise information on the status of the contract and areas requiring attention. We make them available to our clients in electronic form so that they can assess site performance against predetermined targets.

ATALIAN has set a goal of 90% customer satisfaction for our program at MVP Arena-ASM Global . Any area scoring less than that level will be the subject of supervisory review. A minimum level of 85% has been established for the program overall; management and hourly staff are expected to meet that standard each quarter.

ATALIAN has in place a structured process with clearly defined responsibilities for informing the customer when work is complete and ensuring that the customer is satisfied with the work results. The measurement scale ranges from 0% to 100%. We address our overall program with corrective action with a score any less than 90%.

Periodic satisfaction surveys are conducted to gain a sense of program satisfaction among customer groups. Feedback on meeting their priorities is integral to the program's success.

Reporting Frequency

Onsite ATALIAN management will meet with your liaison on a monthly basis to review progress toward our common goal of quality service. At this meeting, results of daily and weekly QA results will be shared, and trends identified. This meeting will also provide an opportunity to review projects performed within the month and those planned in the coming month.

A quarterly review meeting allows the liaison, onsite management and ATALIAN's regional management to discuss the program in depth and focus on areas that may call for a reallocation of resources by the company.

Tools Used in the Quality Assessment Process

- ▶ Customer satisfaction surveys
- ▶ Web access to quality scores and reports
- ▶ A routine status meeting
- ▶ Quarterly management meeting with ATALIAN and MVP Arena-ASM Global to review entire program and quality performance

Green Cleaning

At ATALIAN, we continually seek to provide the best available Custodial Services to our customers. To this end, we adopt new methods to ensure that we always use the best techniques, products and equipment available.

There has been continued interest by clients in designing Custodial Services that improve indoor air quality and have a reduced impact on the environment. Recently, there have been remarkable improvements in the availability and quality of the products needed to further these goals, and ATALIAN has been at the forefront of our industry in adopting the use of these products and training our employees in the best practices for "green cleaning" operations.



ATALIAN's green cleaning policy is based on the requirements of the **Leadership in Energy and Environmental Design (LEED)** standard (administered by the U.S. Green Building Council) and is structured to support our customers who intend to pursue the goals of LEED, whether they seek actual LEED certification.

Many manufacturers and service providers make "green" claims, but LEED is the most comprehensive and widely accepted standard, based on objective criteria, that encompasses commercial green cleaning operations. As such, it serves as the template for our green cleaning policy and procedures.

What Is Included

ATALIAN's green cleaning policy includes:

- ▶ A cleaning staffing plan

- ▶ Training of maintenance personnel in the hazards, use, maintenance, disposal of and recycling of cleaning chemicals, dispensing equipment and packaging
- ▶ Use of chemical concentrates with appropriate dilution systems to minimize chemical use
- ▶ Use of Green Seal-certified cleaning chemicals
- ▶ Use of sustainable cleaning materials, products, and Custodial paper products
- ▶ Use of sustainable cleaning equipment

The essential goals of our green cleaning policy and procedures are:

- ▶ Effective Custodial service
- ▶ A healthy facility environment
- ▶ Improved indoor air quality
- ▶ Environmentally responsible operations

Green Seal-Certified Cleaning Chemicals

- ▶ Must be demonstrably effective by established, objective criteria
- ▶ Are purchased and distributed as concentrates and diluted onsite prior to use, to reduce packaging materials and the amount of fuel needed for transport
- ▶ Must be packaged in recyclable and/or refillable containers using spill-resistant, "source-reduced" packaging
- ▶ Are non-toxic and non-carcinogenic, do not contain asthmagens (substances that cause asthma) and do not cause skin or eye irritation
- ▶ Do not contain heavy metals, 2-butoxyethanol (a harmful chemical commonly found in cleaning products), alkylphenol ethoxylates (a class of chemicals suspected to disrupt hormones) or phthalates (a class of chemicals suspected to cause birth defects)
- ▶ Do not contribute significantly to photochemical smog or poor indoor air quality. The volatile organic compound (VOC) content of these products may not exceed 1% by weight.
- ▶ Do not contain ozone-depleting compounds, are non-toxic to aquatic life, are biodegradable and do not contain more than 0.5% phosphorus by weight



One notable exception to the use of Green Seal-certified cleaning chemicals is ATALIAN's use of disinfectants. Disinfectants are regulated by the federal government, and current rules do not allow for them to carry the Green Seal certification. It is also the case that there is a limit to how "green" a disinfectant can be made and remain effective (disinfectants are, by design, toxic). **There is, however, a simple and compelling reason to continue to use disinfectants: protecting the health of the occupants of and visitors to the facility.** It will remain a key part of ATALIAN's green cleaning policy to continue the use of safe, effective disinfectant solutions where appropriate.

Sustainable Cleaning Equipment

ATALIAN uses LEED-compliant CRI Green Label-certified cleaning equipment. Chief advantages of these devices include:

- ▶ Effective soil removal
- ▶ HEPA filtration that contributes to improved indoor air quality
- ▶ Carpet fiber retention, extending the useful life of carpets
- ▶ Quiet operation, with sound levels of 70dBA or lower
- ▶ Ergonomic design to minimize vibration and operator fatigue



Although ATALIAN is committed to using sustainable equipment whenever possible, it is not environmentally responsible to discard serviceable equipment to replace it with new equipment to be green. Therefore, it is ATALIAN's policy to replace non-green devices with more sustainable models as each comes to the end of its useful life.

Systems and Technology

Advanced systems and technology are vital to today's service delivery model – both from a transparency standpoint and for management oversight. Our systems are compatible with virtually all operating platforms and we modify them for each site to reflect the needs of the client. We are continually evaluating new system applications designed to provide relevant data to our management and improve overall service delivery. Some of the items that we will install at this account will include:

ATA-QUALITY– Web-enabled Inspection System

The foundation of ATALIAN's quality assurance (QA) process is the ATA-QUALITY Audit System, a tool that helps supervisors and managers identify areas in need of improvement.

The web-based platform is unique in that the elements of quality and building geography can be customized to building and specification; inspections become more thorough and focus on how well the cleaning process is being delivered to a specific location. ATA-QUALITY uses an App installed on smartphones or tablet devices to perform field audits and upload data to a central server (see following page for examples).

Data from inspections conducted using the platform compiled daily and reviewed by onsite management. For statistics, charts and graphs, to illustrate major trends or a snapshot view, scores are aggregated continually and are accessible online at any time.

Reporting

We can generate a wide variety of reports using ATA-QUALITY—from the periodic data performed by management. The larger the database of information, the more value statistical abstracts will have. ATA-QUALITY's inherent flexibility enables us to provide information in almost any format. We will work with you to establish a reporting system that covers all requirements.

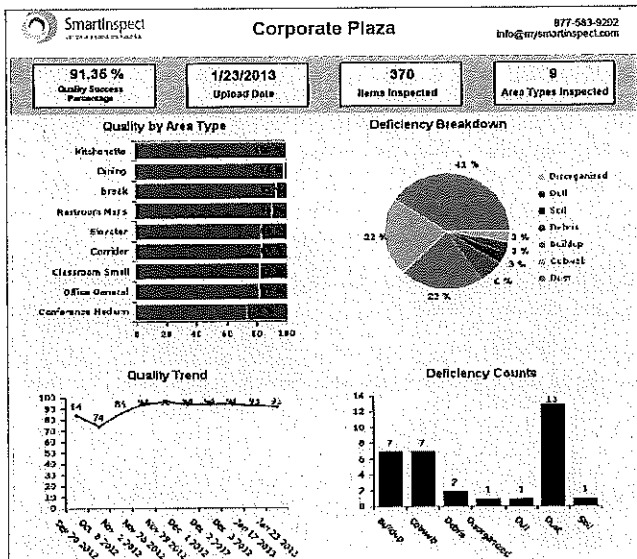
Web Portal for Data Visibility

The Web Portal is easy to access and can be programmed for various levels of user qualifications and "need to know."

As is the case with all technology today, it is only valuable if used to its potential. ATALIAN has worked with Core Management (the development team behind ATA-QUALITY) over the years to expand the software's capabilities and to create the flexibility necessary to view data in the most meaningful ways possible.

Reports are designed to deliver clear, concise and accurate information that is most valuable to our clients.

The foundation of data is resident within the system, allowing ATALIAN the ability to create virtually any type of report required. Sorting the data to create custom reports is an important component for management to "drill down" into the data to review quality, effectiveness and productivity/workload issues, as well as deficiencies.



Dashboard Report

Program users and customers automatically receive an email notification when an inspection is completed, and data has been uploaded to the server.

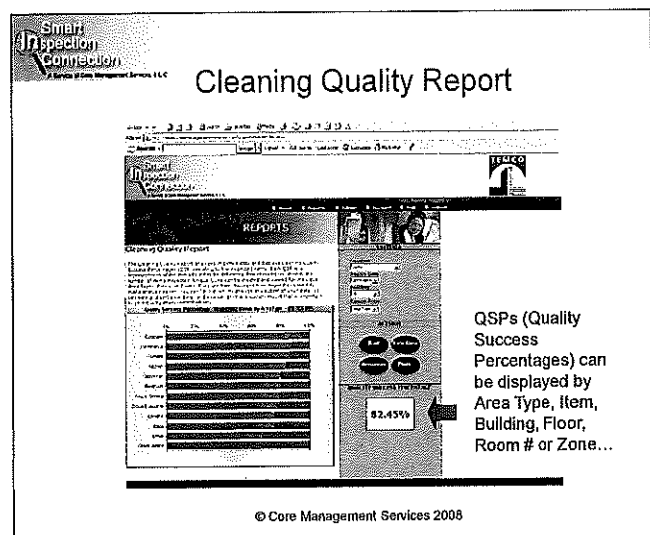
After logging in to the secure site, users can review details of inspections on a Dashboard page.

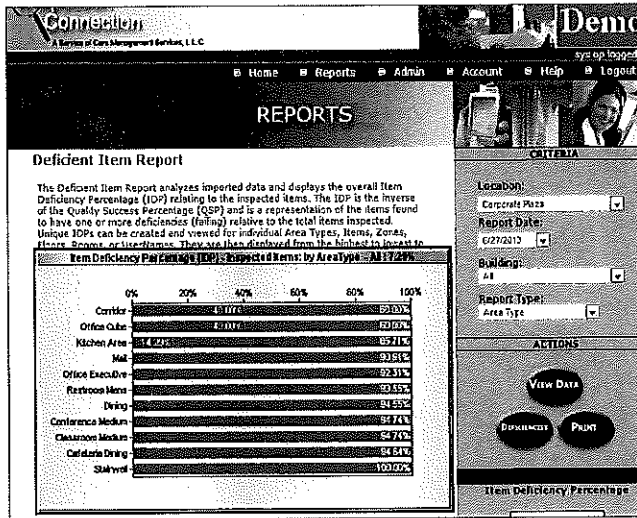
Reporting Flexibility

The program offers the flexibility to review deficiencies by room type, building type or setting, all cafeterias, etc.

The readiness of an accurate database—updated daily through QA audits—allows management to better understand the dynamics of the entire project or those of a particular floor or area. This flexibility allows ATALIAN to customize reports to provide information of value in the planning process. The system allows authorized users to access the data and create customized reports.

This provides unparalleled flexibility and access to information that is extremely useful to all parties.





ATA-PEOPLE

ATALIAN utilizes a web-based platform for time and attendance tracking. The program is a telephone tracking system that captures time and attendance information for payroll, accounting, and other human resources-related purposes. The platform is designed for the employee population who either works at an off-site location or does not have convenient access to a personal computer at the location where they work.

The program collects time and labor information via automated text-to-speech technology using proprietary software and transmits information over the phone to management, payroll, accounting, or others as needed. The system also alerts managers when employees are late for work or when additional time spent on the job causes labor costs to be over budget.

The integrated platform works as a live timecard collection device. Some features include:

- ▶ Interactive voice prompts for ease-of-use
- ▶ Detailed call statistics for management reporting
- ▶ User confirmation to help employees navigate the system
- ▶ Electronic data entry to eliminate human error
- ▶ Data transfer to web-based timesheets for payroll accuracy
- ▶ Fully outsourced model requiring no upfront investment for customers
- ▶ Scalable infrastructure to grow with your business
- ▶ Real time messages, alerts, and reporting to help you manage the business

Deficiency Reporting Is Critical

Rather than providing an overview of the total cleaning performance, this type of reporting assists management in identifying those areas or tasks that need to be investigated further.

ATALIAN will work closely with your team to design and implement a reporting system that meets your specific needs.

Schedule Tracker Legend

- On Time - Employee punched in and out within exception limits for shift.
- Early or Late - Employee either punched in or early or late.
- Missing Hours - Employee has some gap hours within the shift where the employee was not punched in.
- No Show - Employee did not punch in and out of work.
- On Break - Employee is currently on their lunch break.
- Scheduled - Employee is scheduled for this date and shift combination.
- Unscheduled - Employee punched in and out but wasn't scheduled to work.
- Locked - No employee is needed for the slot.

1. On the Scheduler menu, click Schedule Tracker.

The Schedule Tracker page displays.

Schedule Tracker

Employee	Shift	Status	Start Time	End Time	Break	Notes
John Doe	Day	On Time	07:00	15:00	12:00	
Jane Smith	Night	Early	19:00	03:00	00:00	
Mike Johnson	Day	Missing Hours	07:00	15:00	12:00	
Sarah Lee	Night	No Show	19:00	03:00	00:00	
David Kim	Day	On Break	07:00	15:00	12:00	
Emily White	Night	Scheduled	19:00	03:00	00:00	
Chris Brown	Day	Unscheduled	07:00	15:00	12:00	
Alex Green	Night	Locked	19:00	03:00	00:00	

- ▶ Multiple languages to meet the needs of a diverse workforce

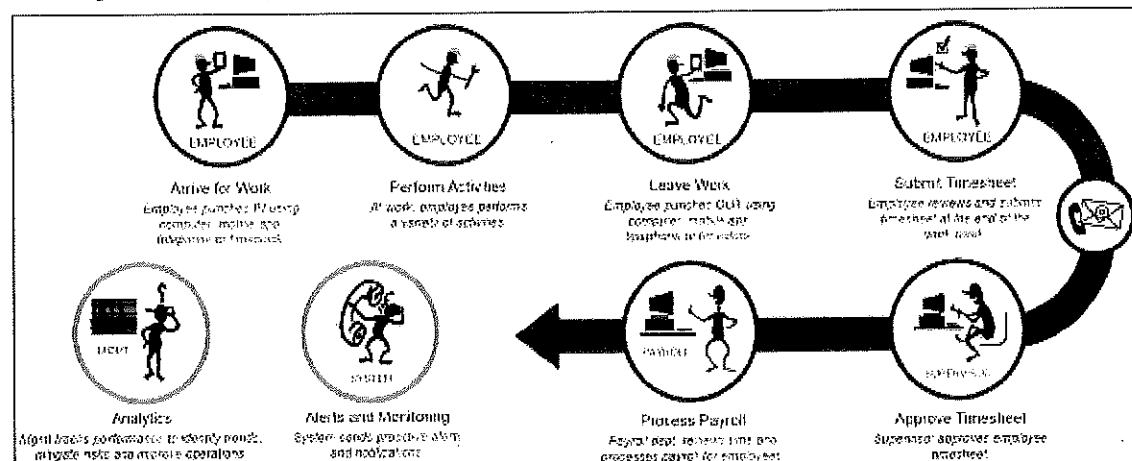
For employees, the platform is easy to use. Employees receive a toll-free number and a secure web link and then follow these simple steps:

- ▶ Employees call into the toll-free number
- ▶ They enter their employee ID number
- ▶ They touch "1" to punch in and "2" to punch out
- ▶ At the conclusion of these steps, an electronic Web Timesheet displays the timecard on our secure website

Time Sheets

Managing employees' punches is an important function for a manager because it ensures the employees are getting paid accurately and, if needed, it ensures customers are being billed correctly. The **Time Sheets** option allows the manager to review punches and be able to edit, add, approve, zero out and split punches. If there is an exception with a paired punch, the Time Sheet Engine will not calculate any hours or pay rules until the exception is fixed.

This diagram shows the process of Time Sheet Management from start to finish.



Paycard

ATALIAN utilizes a paycard system to deposit payroll to an employee debit/credit card. Unlike direct deposit, employees do not need to have a bank account to use the card. Unlike a traditional payroll check, an employee with no bank account does not have to pay a fee to access the money.

ATA-LEARN

As an essential part of ATALIAN's intensive training program, we have implemented ATA-LEARN. The ATA-LEARN program provides access to a host of training materials and modules, which can be accessed online by our employees through a password-protected login.

Through our ATA-LEARN program, we can offer a wide range of classroom and online training courses designed for our managers, supervisors and service staff at every ATALIAN account across the country.

Modules Available

The main screen displays general courses available to every team member, along with specific courses assigned by supervisors to individual team members.

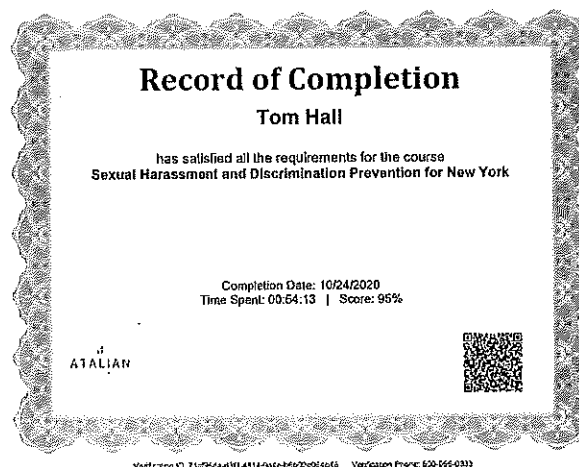
Team members may begin training on any available course at any time after their initial orientation (a prerequisite for any training).

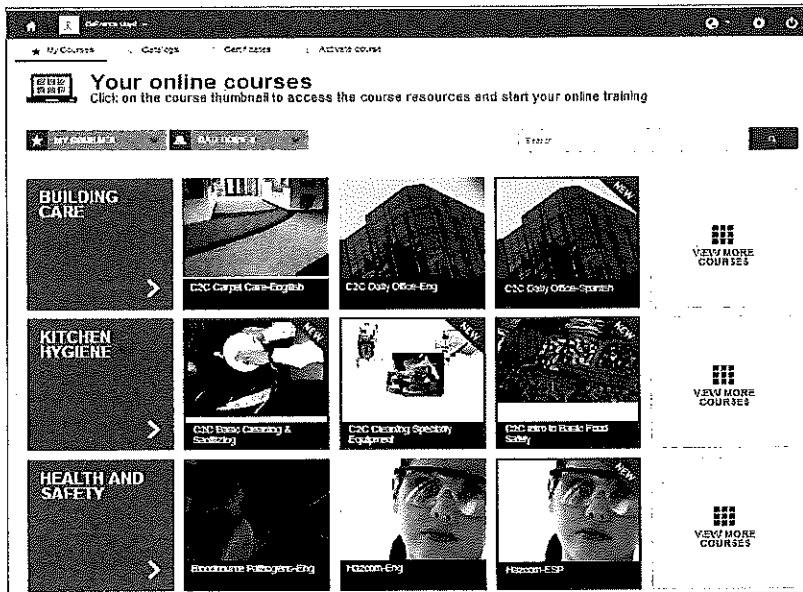
Because many employees are more comfortable speaking a language other than English, modules are also available in languages such as Spanish.

The screenshot shows a training module titled "Sexual Harassment Terminology". It includes instructions: "Select and drag the term on the left to its matching description on the right. When you're finished, select the ✓ button to see how you did." The interface is divided into two columns. The left column contains terms: "Title VII Civil Rights Act", "Sexual Harassment Content", "Who the Law Protects", "Unwelcome", "Harassment Policy", "Severe or Pervasive", and "Negative Impacts". The right column contains descriptions: "Prohibits discrimination against any employee or applicant for employment because of his or her race, color, religion, sex, or national origin", "Include being of a sexual nature and based on one's sex, gender, sexual orientation, gender identity, or transgender status, and being unwelcome, severe or pervasive", "Means conduct is repeated and interferes with work and the work environment", "Means behavior is unwanted according to the person subjected to it", "Include loss of productivity, disruptive work environments, poor work performance, loss of good employees and managers, and significant negative financial impacts on companies", "Includes a complaint process, appropriate sanctions for inappropriate behavior, and alternate reporting avenues beyond the immediate supervisor", and "Includes employees and paid and unpaid interns, non-employees, independent contractors, those employed by companies contracted to provide services, and volunteers".

Administrators can create and organize courses by creating categories, editions and length of time for completion. In addition, previously created courses can be stored for future use. Once editions are created, the administrator can add users to subscribe to specific courses.

The ATA-LEARN program effectively records and maintains a log comprising information such as the names of various employees who have taken the assigned training, what training they have received, the date they received training, and more. These logs are a tremendous benefit to the organization—we have immediate access to centrally located training records, which we can provide promptly, when requested.



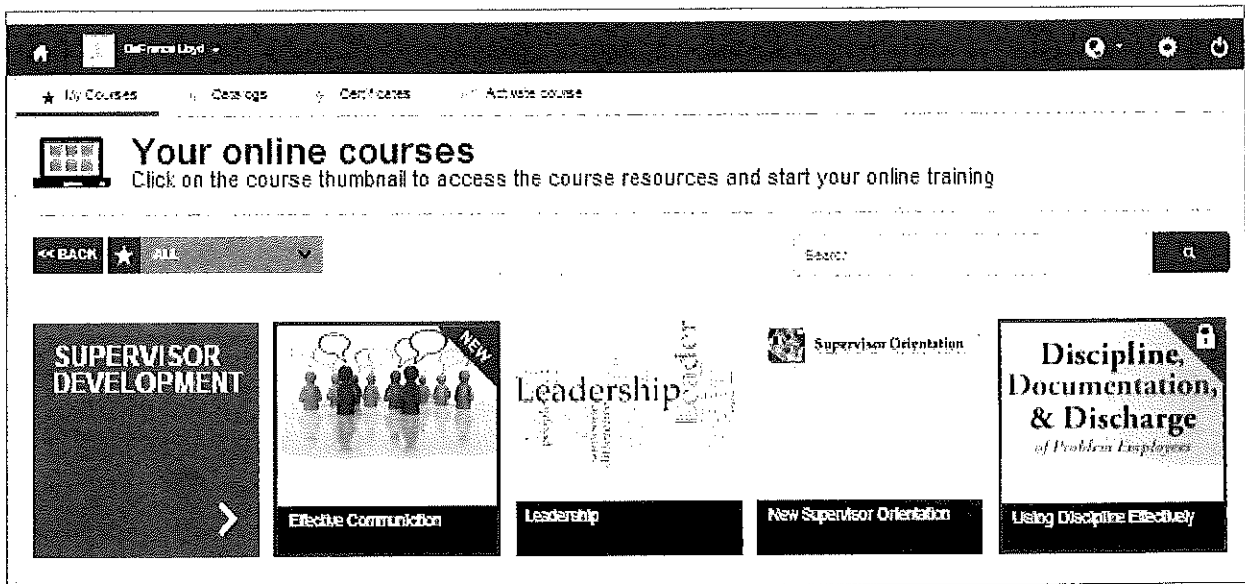


Categories

Individual training courses may be organized according to category for easier navigation and management.

Supervisor Training

Each manager or supervisor will be assigned a roster of classes they must complete before beginning work at an ATALIAN client site. In addition, each supervisor will be expected to undergo ongoing monthly training on subject matter relevant to their position and their team.



Tests/Assessments

The ATA-LEARN program features a range of testing and assessment options so that supervisors can get a clear picture of how far along each employee/learner has progressed in his or her training development.

Success Statistics

Lastly, the ATA-LEARN program provides comprehensive reporting on each learner's progress, including how quickly they completed their assigned courses. Helpful charts detail each learner's success and progress through the range of courses.

Benefits of ATA-LEARN

For Administrators

- ▶ Streamlines the training administration process, including scheduling, managing, tracking, and planning training activities to share with learners, trainers and co-administrators
- ▶ Consolidates all training information into one central location, enabling comprehensive tracking
- ▶ Offers easy and secure uploading, updating, storing and sharing of learning resources
- ▶ Reduces training costs through e-Learning and mobile technology, including:
- ▶ Improves compliance with regulatory requirements

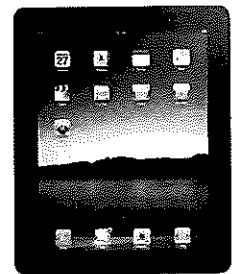
For Learners

- ▶ Offers both traditional and innovative methods for learning, including online and offline
- ▶ Provides flexible access to training resources, making them available to learners anytime and anywhere
- ▶ Identifies modules that an individual learner is expected to take to hone his or her skills
- ▶ Offers multiple media formats, such as videos, podcasts, text files, etc., to cater to different learning needs and delivers stimulating training through a variety of approaches
- ▶ Reduces dependency on one source of information, allowing learners to set their own pace
- ▶ Provides increased interaction between instructors and learners through improved approachability

Communications

At ATALIAN, we strive to use the latest communications technologies to increase efficiency, productivity and customer satisfaction and, in doing so, to reduce costs. ATALIAN provides all managers, supervisors and other key employees the most up-to-date communications devices possible, such as cell phones, smart phones, radios and other devices necessary to ensure proactive customer service.

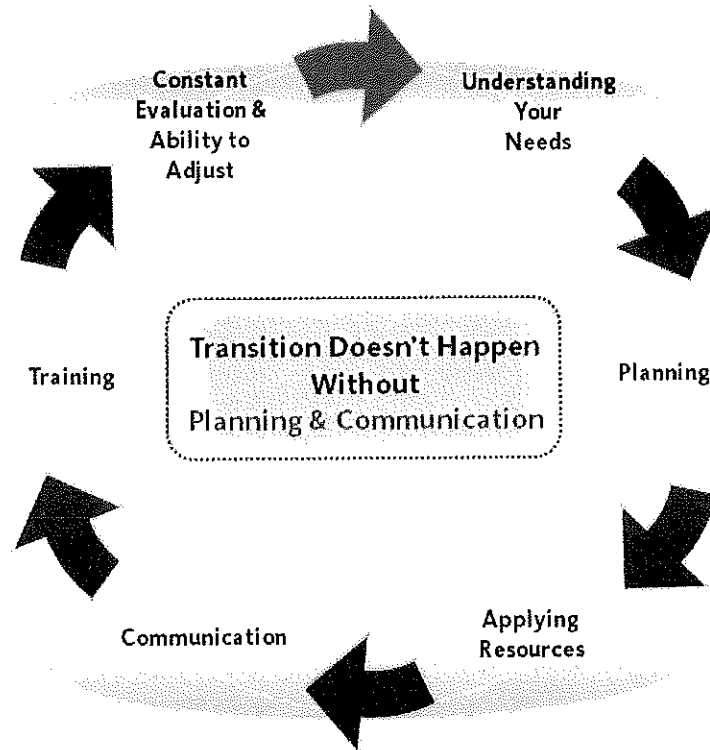
We can customize our communications system to fit your needs.



Transition Plan

Success in a cleaning venture in an environment like that at MVP Arena-ASM Global is based on the coordination of **planning** and **communication**. The most successful startups are those that offer the requisite time, information and access to allow the transition team to help all staff fully understand their task schedules, to complete the orientation and training required and to have systems in place and running efficiently.

ATALIAN's goal is to have a fully operational cleaning program in place on DAY ONE.



ATALIAN will create a comprehensive plan of action for the month prior to initiation of work onsite and at least 1 month following the start of work. We cover every eventuality by adding management, training and support staff for that period and by developing a day-by-day projection of assigned projects. Although we detail the steps needed in creating the program for MVP Arena-ASM Global, the actual transition plan will change based on our increasing knowledge of service delivery options. The ability to adjust our approach and apply the resources required determines how well the program will meet your actual needs.

Understanding MVP Arena-ASM Global 's Needs

No matter how well presented, specifications and building square footage can only provide a static view of the facilities program. Because ATALIAN will be responsible for the dynamic flow of services throughout the year, we will perform a comprehensive review of the building, grounds, specifications, staffing and equipment to ensure the best use of resources.

Immediately following announcement of contract award, during the **pre-start-up** phase, ATALIAN's management team will establish the phase-in team and will review all aspects of the contract with MVP Arena-

ASM Global representatives to identify areas of desired service emphasis. During this time, we will emphasize (a) personnel recruitment, including interviewing and selecting personnel, (b) providing necessary certification, (c) ordering supplies, equipment and communication devices, and (d) visiting and getting familiar with the facilities. In addition, we will establish baseline quality scores, request open work orders from the outgoing provider and provide documentation for the requisite insurance coverage. For a substantial part of the time, ATALIAN will liaise with MVP Arena-ASM Global's representatives, advising them of any actions taken during this phase and seeking any information that will be pertinent to management of the account at large.

Planning

The transition chart created covers principal activities and anticipated what resources will be required for each task and when. A more detailed chart will be prepared and distributed after contract award. The document will certainly change daily as we learn more and more about the property, but a major part of the transition process is preparing to have the resources available when they are needed. It does not help to have technical equipment training scheduled prior to the delivery and setup of the equipment.

Applying Resources

Because resources are scarce and expensive, we use the planning process to ensure that resources are used efficiently in moving the project forward. We hold transition team meetings each morning to review important tasks scheduled for the day and to assign appropriate resources. Weekly transition reviews evaluate the progress of the entire project from a global perspective.

Not only is it important for ATALIAN's project and transition team to discuss issues, obstacles, and ideas daily, communication between ATALIAN's team and the facilities team is crucial.

Communication

As partners, it is incumbent upon each of us to discuss all problems, roadblocks, potential issues, and new strategies. Frequent meetings with an MVP Arena-ASM Global liaison and the transition team manager will ensure that issues are out in the open, where solutions will become readily available.

Training

During the transition phase, training will be a key part of establishing ATALIAN's mode of operation with our staff. Training will cover Right to Know; security, disaster plan and emergency procedures; fire plan and alarm systems; blood-borne HazMat regulations and procedures; infection control program and procedures; and other elements.

A large percentage of our transition team hours is devoted to training cleaners in the cleaning processes as part of the Green Cleaning approach. The most overlooked aspect of training is *analyzing results*—if cleaners do not put into practice the procedures they have been trained in, how successful has the training been?

Where applicable, follow-up and individual training sessions ensure that what has been taught is being used. ATALIAN's unique cleaning approach relies on *all* staff being well trained in the new procedures.

ATALIAN's Code of Conduct and other administrative documentation will be put in place during this phase. In addition, data recording activities will be completed during this phase, along with task schedule development for each employee and customization of the Operations Manual. Other key tasks will include scheduling regular and periodic reviews of the account with MVP Arena-ASM Global .

Constant Evaluation and the Ability to Adjust

At the end of each day of the transition period, key team members discuss the events of the day and review opportunities for moving the program forward, eliminating barriers or solving problems.

Feedback on progress, the quality and appropriate focus of training, measurement of results, etc., combine to give the team a sense of where the program is and whether adjustments must be made to the schedule to reach our objective: a program that runs smoothly from DAY ONE.

Management Resources to Support Startup

The detailed graphic representations of our phase-in project plan below show chronological sequences of events that need to take place and activities that need to be accomplished. Our phase-in project plan begins with the contract award and ends when you determine that the phase-in period has been successfully completed.

Pre-Implementation 4-Week Start-Up Timeline

Pre-Implementation Phase-In Plan	Week 1					Week 2					Week 3					Week 4				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Contract award																				
Meet with management																				
Management approves phase-in schedule																				
Site familiarization & evaluation																				
Hiring procedures																				
Assist /recruit current personnel																				
Interviews																				
Background checks																				
Make offers of employment																				
Purchase cleaning equipment & supplies																				
Purchase office equipment & supplies																				
Create job descriptions & periodic calendars																				
Set up onsite office space																				
Project Manager on-board																				
Startup																				

Post-Implementation 4-Week Start-Up Timeline

Post-Implementation Phase-In Plan	Week 1					Week 2					Week 3					Week 4				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Startup																				
Initial baseline audit inspection																				
Management orientation & training																				
Technical worker orientation & training																				
Evaluation of staff training needs																				
Meet with customer management																				
Perform onsite training																				
Hiring process continues																				
Identify areas for maximum quality impact																				
Work routines & periodic work schedules restructured for increased productivity																				
Quality audits ongoing																				

Appendix

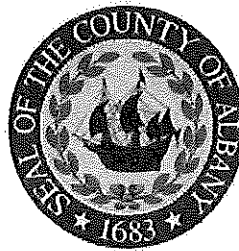
Sample Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 01/07/2022		
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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA			INSURER NAME: HDI Global Insurance Company PHONE: (866) 283-7122 FAX: (800) 363-0105 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE HACR			
INSURED ATALIAN US Northeast, LLC 525 Washington Blvd Jersey City NJ 07310 USA			INSURER A: HDI Global Insurance Company 41343 INSURER B: Travelers Property Cas Co of America 25674 INSURER C: The Charter Oak Fire Insurance Company 25615 INSURER D: The Travelers Indemnity Co. 25658 INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 570091211429		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, LIMITS shown are as requested						
TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(MM/DD/YYYY)	LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER			GLD1456805 SIR applies per policy terms & conditions	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOUND AGG \$4,000,000
B AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJCAP-16471 SIR applies per policy terms & conditions	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A X UMBRELLA LIAB EXCESS LIAB X RETENTION			CUD1456905 SIR applies per policy terms & conditions	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UBR59491582151K Workers Comp- (AOS) UBR594860A2151R Workers Comp- (MA)	12/31/2021	12/31/2022	X PER STATUTE EL EACH ACCIDENT \$1,000,000 EL DISEASE-EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 105, Additional Remarks Schedule, may be attached if more space is required) ATALIAN US Shared Services, LLC, ATALIAN US Northeast, LLC, ATALIAN US New England, LLC, ATALIAN US Midwest, LLC, ATALIAN US Ohio Valley, Inc. are included as Named Insured. Evidence of Insurance.						
CERTIFICATE HOLDER ATALIAN US Northeast, LLC 525 Washington Blvd Jersey City NJ 07310 USA			CANCELLATION 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 Aon Risk Services Northeast Inc			



REQUEST FOR BIDS

**MVP Arena - ASM Global
as Agent for the County of
Albany**



REQUEST FOR BIDS #MVP2022-01 Cleaning Services at the MVP Arena

**MVP Arena - ASM Global
51 South Pearl Street
Albany, NY 12207
Nathan Sims
Assistant General Manager
518-487-2092**

ASM Global AS AGENT FOR THE COUNTY OF
ALBANY 51 SOUTH PEARL STREET, ALBANY,
NY 12207 TELEPHONE: 518-487-2012/ FAX:
518-487-2020

TITLE: Janitorial and Cleaning Services at the MVP Arena
BID NUMBER: MVP2022-01

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Nathan Sims
Assistant General Manager
ASM Global
51 South Pearl Street
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID OR PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS BID/RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ Yes / ☐ No

I authorize ASM Global to send further correspondence that ASM Global deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

MVP Arena
As Agent For
Albany County
51 South Pearl Street
Albany, New York 12207

NON-BIDDER RESPONSE

RFB #MVP2022-01

The MVP Arena - ASM Global, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

Notice to Bidders

MVP Arena - ASM Global as agent for Albany County

Request for Bids

#MVP2022- 001

Sealed Bids for Cleaning Services at MVP Arena as requested by MVP Arena - ASM Global as agent for Albany County will be received by MVP Arena - ASM Global , 51 South Pearl Street, Albany, New York 12207 until 4pm local time Friday, July 29th.

Request for Bid (RFB) documents may be obtained at the ASM Global Corporate Offices located at MVP Arena as noted above. RFB documents may be available for download from the Empire Bid System website at <http://www.empirestatebidsystem.com> starting on Friday, July 8th. Pre-Bid walk thru will be held on Thursday, July 14th at 1pm, attendance strongly encouraged.

Nathan Sims

Assistant General Manager

Dated: June 26, 2022

MVP Arena - ASM Global
As Agent For
COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

SECTION 1: BID IDENTIFICATION

- 1.1 Title: *Cleaning Services*
- 1.2 Requesting Department: *MVP Arena - ASM Global (MVP-ASM)*
- 1.3 Bid Number: *#MVP2022- 001*

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for *Cleaning Services* as requested by ASM Operations Department
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. MVP Arena - ASM Global does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 4:00pm on Friday, July 29 2022. at the following address:

Nathan Sims
MVP Arena
51 South Pearl Street
Albany, NY 12207

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of MVP-ASM. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 There will be a site visit on Thursday, July 14th at 1pm, at the Offices of ASM, MVP Arena , 51 South Pearl Street, Albany, NY 12207. This will be the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of three years beginning October 1, 2022 extending to September 30, 2025. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial three year bid period, upon mutual agreement of the MVP Arena - ASM Global and the Contractor, the agreement may be renewed for one (1) additional 3 year term.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of \$100,000 (One Hundred Thousand US Dollars) drawn upon a national or state bank or trust company, to the order of the Director of Finance, MVP Arena - ASM Global . If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, MVP-ASM may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to MVP-ASM, within five (5) days of a request, all such information and data for this purpose as may be requested. MVP-ASM reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7.4 All bidders must document five (5) or more years in the business of providing the cleaning services to Sports and Entertainment Facilities, Public Gathering facilities with high volume traffic, buildings with a minimum of 100,000 sf

SECTION 8: Contractor Performance:

If at any time during the contract term the Facility deems the contractor has failed to meet the requirements of the contract they will be issued a written notice by the facility detailing the non-performance.

Contractor will be provided sufficient time to respond in writing to such claim and after review it will be the Facility's discretion to charge the awarded contractor a fine of \$500.

During the term of the contract if the awarded contractor is issued such notice for non-performance in excess of four notices/fines this may be a result of contract termination.

SECTION 9: DISQUALIFICATION

9.1 The MVP-ASM reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the MVP-ASM, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the MVP-ASM issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the MVP-ASM.
- (d) Bidder's unsatisfactory work on previous contracts with the MVP-ASM.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary

ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 MVP-ASM reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy MVP-ASM that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by MVP-ASM, or, if the MVP-ASM's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by MVP Arena - ASM Global.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. MVP Arena - ASM Global has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> or from MVP Arena - ASM Global Operations Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the MVP-ASM.

12.2 Bids must be made on the Bid Form provided by MVP-ASM. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or

relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to MVP Arena-ASM as follows:

Nathan Sims
MVP Arena
51 South Pearl Street
Albany, NY 12207
Telephone: 518-487-2092
Facsimile: 518-487-2200
Email: nathan.sims@mvparena.com

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. MVP Arena - ASM Global will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by MVP Arena - ASM Global; or
- (b) the award of a purchase order by MVP Arena - ASM Global; or
- (c) as otherwise rejected by MVP Arena - ASM Global.

15.2 Bids received will be evaluated by MVP Arena - ASM Global and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.4 MVP Arena - ASM Global reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the MVP Arena - ASM Global and promptly thereafter demonstrates to the reasonable satisfaction of the MVP Arena - ASM Global that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the MVP Arena - ASM Global until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the MVP Arena - ASM Global. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by MVP Arena - ASM Global of an attachment against the Successful Bidder, MVP Arena - ASM Global shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the MVP Arena - ASM Global or its cash equivalent, equal to \$100,000 (One Hundred Thousand US Dollars) is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by MVP Arena - ASM Global.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to MVP Arena - ASM Global.

18.2 MVP Arena - ASM Global reserves the right to waive the required Performance Bond provided the successful Bidder is able to provide other forms of assurances for completion of its services in a timely manner.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

- (a) The following shall be named as an additional named insured on all liability policies:

ASM, County of Albany, New York, New York State, New York State Urban Development Co., MVP Arena, MVP Healthcare, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers. The bid #MVP2022-01 must appear on policy.

- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to MVP Arena - ASM Global. It shall be automatically renewed upon expiration and continued in force unless MVP Arena - ASM Global is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to MVP Arena - ASM Global or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to MVP Arena - ASM Global, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to MVP Arena - ASM Global for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the MVP Arena - ASM Global, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the ASM, County of Albany, New York, New York State, New York State Urban Development Co., MVP Arena, MVP Healthcare., their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, to the extent of its or their responsibility for such claims, damages, losses and expenses. In no event shall either party be liable to the other party for any consequential, indirect, special, incidental, penalty or similar damages (including lost profits), even if such other party has advised the first party of the possibility of such potential liability, and the maximum cumulative liability of the successful Bidder under the agreement shall be the total fees paid by the MVP Arena - ASM Global to the successful Bidder during the twelve (12) month period immediately preceding the date on which the liability arose.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to MVP Arena - ASM Global all direct ~~and consequential~~ damages caused by such breach, including, but not limited to, all sums expended by MVP Arena - ASM Global to procure a substitute contractor to satisfactorily complete the contract work, together with MVP Arena - ASM Global own costs incurred in procuring a substitute contractor, provided, however, that such damages shall be limited as set forth in Section 20.1.

SECTION 22: DELIVERY AND PAYMENT

- 22.1 Prior to payment, the items furnished and or work performed will be inspected by the ASM Management or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.2 Payment will be made upon the submission of a invoices on a weekly basis, and such invoices shall be substantially in the form of invoice as provided attached herein as Schedule 1 (Contractor Form Invoice).
- 22.3 MVP Arena - ASM Global as agent for Albany County is not subject to Federal, State or Local Taxes.

SECTION 23: Section not in use

SECTION 24: Section not in use.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive

funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: Section not in use.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

- 29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.
- 29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 29.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

- 31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the MVP Arena - ASM Global as agent for Albany County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

- 32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the MVP-ASM for payment under this Agreement. MVP Arena - ASM Global will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the MVP-ASM of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

(a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Times Unio Cneter-SMG will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) MVP Arena - ASM Global has made a determination that the goods or services are necessary for MVP-ASM to perform its functions and that, absent such an exemption, MVP-ASM would be unable to obtain the goods or services for which

the Bid/Proposal is offered. Such determination shall be made by MVP-ASM in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Section not in use

MVP Arena Cleaning Specification

Specifications

- I. Event Cleaning/Multiple Event Cleaning
 - a. Arena – Crew will be scheduled to perform the following functions immediately at the conclusion of an event
 - i. All seating area floors will be swept and trash removed to a dumpster and recycling containers
 1. ASM GLOBAL recycling best practices to be followed
 - a. Single stream recycling
 - ii. All seating area floors will be mopped to remove spills and soil
 - iii. Seats requiring cleaning will be cleaned
 - iv. Arena floor will be swept and trash removed to a dumpster on site
 1. ASM GLOBAL recycling best practices to be followed
 - a. Single stream recycling
 - v. Arena floor will be mopped or scrubbed with machine, if not covered by ice, ice deck flooring or as directed by ASM GLOBAL Director of Operations
 - vi. Telescopic Seating
 1. Area on top of and underneath portable seating must be swept and cleaned prior to ASM GLOBAL Operations pushing or pulling seating sections during changeovers
 - b. Restrooms – to be performed immediately after event, or prior to 8:00 am the following day, subject to event schedule
 - i. All rest rooms will be thoroughly wet cleaned and sanitized
 - ii. Toilets, urinals, sinks, shelves, dispensers and receptacles will be thoroughly cleaned and sanitized
 - iii. Rest room swept and vacuumed where appropriate
 - iv. Rest room floors will be wet mopped with disinfectant detergent solution
 1. Detergent used must be appropriate to floor surface
 - v. Walls, partitions and mirrors will be cleaned to remove spots, smudges and graffiti
 - vi. All receptacles will be emptied and trash removed
 - vii. Toilet tissue, hand towels, soap and hand sanitizer replenished and supplied by Contractor
 - c. Concourse – the following will be completed immediately at the conclusion of an event
 - i. Floor will be swept and trash removed to dumpster & recycling containers
 1. ASM GLOBAL recycling best practices to be followed
 - a. Single stream recycling
 2. Floor will be machine scrubbed with mop detail including all edges of concourse by hand if needed. All items moved for cleaning are to be returned to their original position after cleaning.
 3. Trash receptacles will be emptied immediately following the conclusion of the event(s).

- a. At the start of this contract Contractor to provide "NEW" receptacles, selection of which will be approved by ASM GLOBAL.
 - b. Stairs to second level swept and mopped
 - c. Hand rails dusted
 - d. Walls spot washed and cleaned as needed
 - e. Glass doors and windows to be washed interior & exterior
- d. Outside Area
 - i. All exterior sidewalks, parking lots and walkways will be swept and debris free prior to 8:00AM the morning following an event
 - ii. All exterior sidewalks, parking lots and walkways should be maintained throughout the day thru 5:00 pm on non-event days and thru the end of events.
 - iii. Elevators cleaned and maintained through the day and evening during events. Air freshening devices with refill units (provided by contractor) as needed to ensure the smell of the elevators is pleasant on a daily basis.
 - iv. Trash receptacles emptied
- e. Locker Rooms, Halls, Offices and Back of House Areas – to be performed prior to 8:00AM the following day, or as dictated by event schedule
 - i. Locker rooms will be thoroughly cleaned and showers disinfected and sanitized after all events and practices
 - ii. Halls will be vacuumed daily and shampooed monthly unless spot shampooing is required sooner.
 - iii. Offices and rest rooms will be thoroughly cleaned and restocked
 - iv. Area from Carpentry shop to restrooms located at east end of locker room hallway will be cleaned and swept daily or more often as needed.
 - v. Loading dock and Post 1 back of house area needs to be cleaned after every event
- f. Suites, East & West End Bars
 - i. To be performed prior to 8:00AM the following day, or as dictated by event schedule
 - 1. All trash removed, trash receptacles emptied
 - 2. Floors vacuumed or swept as dictated by floor surface
 - ii. To be performed prior to each event
 - 1. Rest rooms will be thoroughly wet cleaned and sanitized. Paper products and hand soap will be replenished and provided by contractor
 - 2. All floors vacuumed and/or mopped as dictated by floor surface
 - 3. All furniture fixtures will be swept clean and spot clean as necessary
 - 4. Kitchen and/or Bar area will be cleaned and polished
 - 5. Glass mirrors washed
 - 6. Doors and walls spot cleaned
 - 7. Counter tops and window ledges to be cleaned
 - 8. Windows will be washed and cleaned
 - 9. Trash cans to be cleaned and sanitized on a monthly basis

10. Areas under counters and behind fridges cleaned on a monthly basis
 - a. Access to locked cabinets to be provided by ASM GLOBAL
 - b. Area behind fridges to be coordinated with ASM GLOBAL and Concessionaire
- iii. Multiple Event Cleaning
 1. Picked clean in between events
 2. Swept and spot mopped
 3. Bathrooms re-stocked and sanitized
- g. Cleaning During Event
 - i. Cleaning contractor will be available via radio communication as provided by contractor
 - ii. Cleaning Contractor employees shall wear cleaning contractor supplied uniforms for all events.
 - iii. Rest room will be stocked and policed as needed, specifically before and after intermissions
 - iv. Female attendant shall be employed for all events to stock and police female restrooms as needed.
 - v. Spills immediately swept and mopped
 - vi. Trash cans will be monitored, emptied and sanitized as needed.
 - vii. Emergencies will be addressed immediately
 1. Spills – liquid and solids
 2. Sickness
 3. Blood Borne pathogens. Contractor will comply with all OSHA requirements or other governmental requirements to protect its employees.
 - viii. Company Manager/Supervisor will walk around all areas of the arena to inspect the building and will keep in constant communication with staff
- h. Event Specific Cleaning
 - i. Ice Hockey
 1. Wash interior and exterior of hockey glass prior to every game
 2. Clean puck marks and paint off dashers prior to every game
 3. Clean and mop team bench and penalty box before every game and practice
 4. Clean and maintain team locker room and private areas pursuant to a schedule agreed upon directly with team.
 - ii. Basketball
 1. Mop basketball floor a minimum of twice daily as directed by ASM GLOBAL Operations
 2. Wash backboards prior to every game but after practices
 3. Provide staff with two sweepers and dry mops to clean basketball floor before the game and at halftime as directed by team tenant and ASM GLOBAL Operations
 - iii. Turf Events
 1. Vacuum carpet prior to every game

2. Clean team benches and penalty box before every game and practice
3. Wash interior and exterior of hockey glass prior to every game as needed
4. Clean puck marks and paint off dashers prior to every game as needed

II. Weekly Cleaning

a. Office

- i. Trash Receptacles will be emptied and trash removed to dumpster or recycling container on site
 1. ASM GLOBAL recycling best practices to be followed
 - a. Single stream recycling
- ii. Carpets
 1. Vacuumed as needed, minimum twice weekly
 2. Spot Cleaned as needed
 3. Shampooed once a month
- iii. All desks, filing cabinets and furniture fixtures will be dusted or damp wiped weekly
- iv. Picture Frames and wall fixtures dusted daily
- v. Doors, door jams, walls, switch plates to be washed to remove finger prints and smudges
- vi. Office kitchenette to be cleaned daily
 1. Floor swept
 2. Counters and shelves wiped clean
 3. Sink cleaned and sanitized
- vii. Glass doors and moldings to be washed daily

b. Entrance Areas

- i. Swept daily
- ii. Monitored for debris throughout the day
- iii. Box Office Lobby
 1. Entrance Glass, Door Frames, Thresholds washed daily
 2. Selling windows & Counters washed daily
 3. Contractor to provide walk off mats for Box Office entrance doors
 4. Monitor for debris, sweep and spot mop floor on daily basis
 5. Mop lobby area as needed

c. Outside Areas

- i. Areas adjacent to the building should be monitored throughout the day
- ii. Sidewalk and areas adjacent to the building will be machined-washed and hand swept to remove all trash and debris
- iii. Spillage and spots will be washed and removed
- iv. Trash receptacles will be emptied and cleaned
- v. Elevators will be cleaned and disinfected on a daily basis
- vi. Trash will be collected and removed from retail tenants a minimum of three times daily and as needed

- vii. Gum removal throughout the property must occur promptly with inspection walk-throughs of the property conducted by the contractor weekly at a minimum.
 - viii. Service Areas behind the building, stairways, areas around compactors, recycling containers, grease trap to be monitored and cleaned daily
 - 1. Rear parking lot pressured washed minimum twice annually
 - a. Dirt events may require additional cleaning
 - 2. Wooden pallet removal
 - 3. Notify ASM GLOBAL Operations if dumpster needs to be emptied
- d. MVP Arena Parking Garage (100 Beaver Street)
- | | |
|---|---------------|
| i. Power sweeping all floors | Bi-monthly |
| ii. Power wash all floors, curbs & sidewalks (with degreaser) | Spring & Fall |
| iii. Trash pick-up (on site and in facility) | Daily |
| iv. Empty trash receptacles | Daily |
| v. Washrooms-floor, fixtures, walls disinfected | Daily |
| vi. Elevator-floors, walls, ceilings, doors, tracks | Daily |
| vii. Contractor to provide air-freshening units with refills as needed | Weekly |
| viii. Elevator Lobby areas swept | Daily |
| ix. Stairs and floors swept | Daily |
| x. Hand rails cleaned | Daily |
| xi. Glass including windows, doors & booths | Weekly |
| xii. Parking Control Equipment | Weekly |
| xiii. General removal of cob-web infestations, etc | Daily |
| xiv. Pigeon waste removal | Daily |
| xv. Graffiti removal | Daily |
| xvi. MVP Garage Office deep cleaning | Spring & Fall |
| xvii. Additionally, after Event/Show Cleaning; Trash pick-up/walk-thru of all garage levels To be performed immediately after event or prior to 7:00 am following day | |
- e. Building Atrium, Walkway Knuckle
- i. Trash Receptacles will be emptied and trash removed to dumpster or recycling container on site
 - 1. ASM GLOBAL recycling best practices to be followed
 - a. Single stream recycling
 - ii. Hand rails, window sills wiped clean daily
 - iii. Areas including stairs are carpeted
 - 1. Vacuumed and Spot Cleaned daily
 - 2. Monitored during events, spills addressed immediately
 - 3. Steam/Shampoo cleaning Bi-weekly per manufacturers specification
 - a. Additional complete cleans as needed
 - 4. Gum removed immediately
 - 5. Elevators and escalators swept clean daily
 - 6. Contractor to provide air-freshening units in Elevators with refills as needed Weekly
 - 7. Entrance doors and glass cleaned daily
 - 8. Streetscape monitored and freed of debris

9. Clean and mop walk off areas daily

III. Major Annual Projects

- a. Thorough cleaning of all suites
- b. Box Office administrative areas thoroughly cleaned, under supervision of Box Office Management
- c. Administrative offices furniture fixtures to be cleaned annually, all desks washed and polished.
- d. Upper and lower level seating areas to be steamed cleaned, including seats
- e. Exterior sidewalks and walkways to be pressured washed and/or steam cleaned
- f. Exterior and interior high reach glass cleaned quarterly
- g. High Reach interior dusting semi annually
- h. Escalators to be polished semi annually

IV. Requirements of Contractor

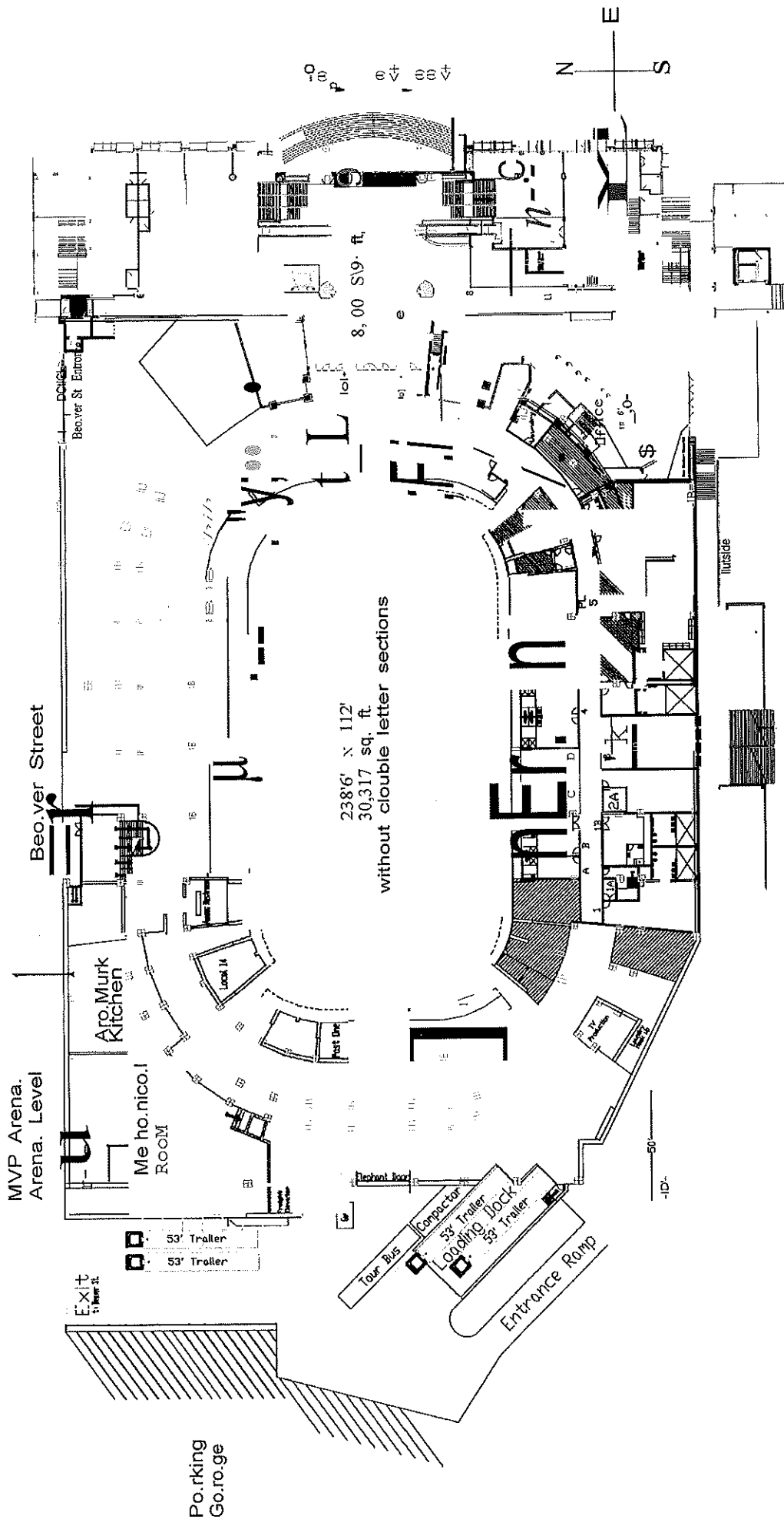
- a. Provide all necessary machinery needed to provide cleaning services (ie. floor scrubbers, steamers, carpet extractors, pressure washers
- b. Provide all tools needed to provide cleaning services (ie. mops, buckets, brooms, hoses, pails, gondolas,
- c. Provide all cleaning supplies needed to perform cleaning services
- d. Provide all supplies needed to perform cleaning services. Supplies include but are not limited to paper towels, toilet paper, hand towels, sanitary holders, trash can liners (multiple sizes), soaps, sanitizers all to be approved by ASM GLOBAL.
 - 1. Quantities for trash/recycling receptacles
 - a. 32 Standard office garbage size 28 ½ quart
 - b. 60 Standard office recycling size 28 ½ quart
 - c. 35 Miscellaneous garbage 56 gallon
 - d. 25 Concourse with tops 56 gallon
 - e. 50 Miscellaneous 13 gallon in suites, locker rooms, etc.
- e. Provide uniforms for all cleaning staff supplied
- f. Work with ASM GLOBAL Management to identify acceptable dispensing and receptacle units. Bathrooms located in Northeast corner to include higher end finishes
- g. Manager on site during regular business hours and all events. Manager must be at the arena prior to and post events. Manager must inspect the entire building a minimum of 1 hour prior to scheduled door opening for events.
- h. Provide radios to staff and arena management (Frequencies to be coordinated with ASM GLOBAL Management)
- i. Report and identify building maintenance deficiencies to ASM GLOBAL Management
- j. Provide list of contact names in case of emergency and 24 hour on call service
- k. Comply with ASM GLOBAL recycling requirements
- l. Attend building Safety Committee meetings on a monthly basis
- m. Attend weekly ASM GLOBAL staff meetings
- n. Attend event management meetings as directed

- o. Albany County has an established Storm Water Management Plan. All aspects of the plan will be applicable to cleaning contractor.
- p. Contractor must pay a minimum of prevailing wage rates to workers under its employment and proof of payroll confirming such rates are being paid based on the published rates by the NY State Labor Department, must be provided to ASM GLOBAL.

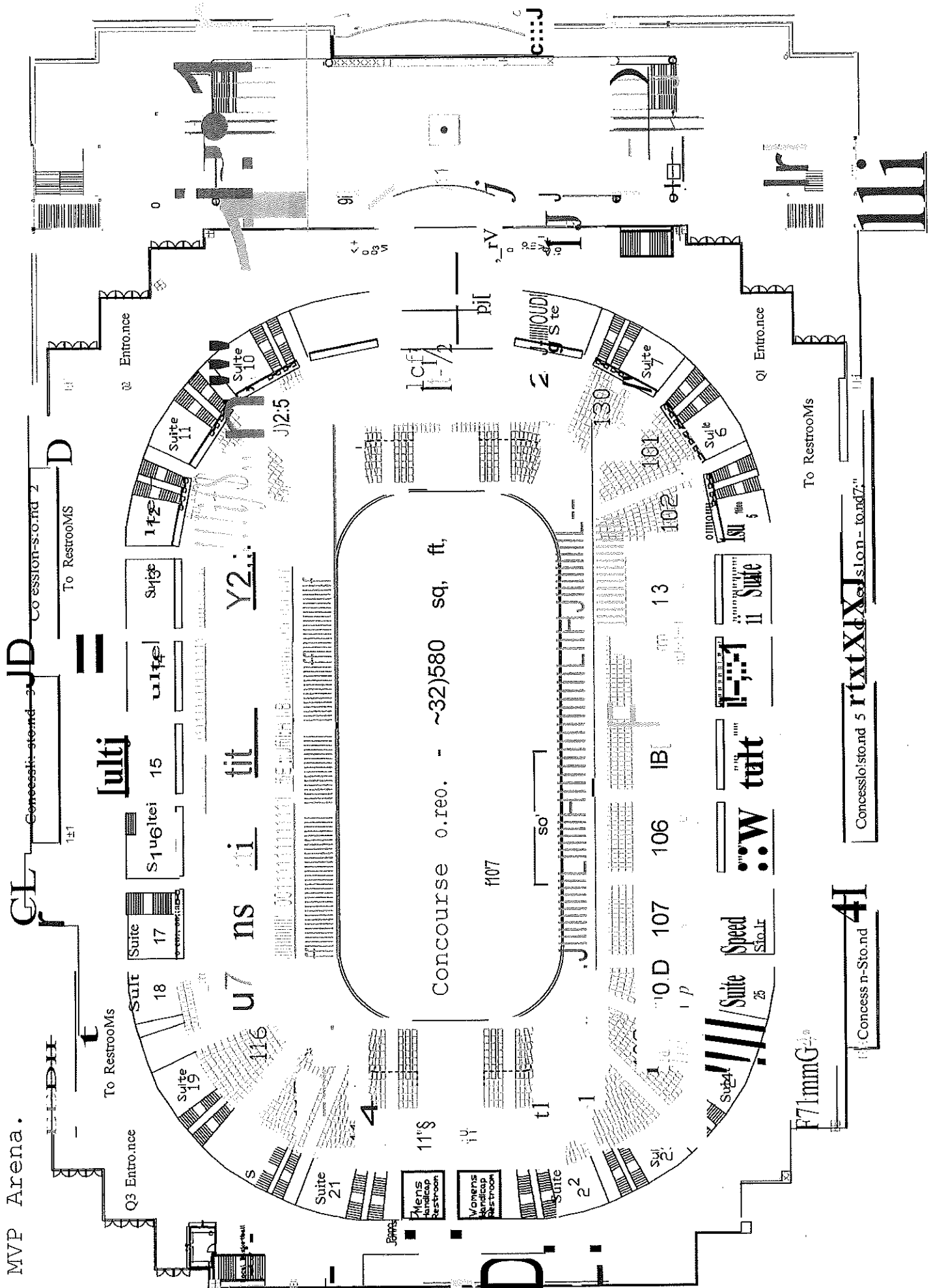
V. Add Alternate:

As an added alternate issue, Contractor must provide a proposed rate for the daily cleaning of the Walkway that spans between the Empire State Plaza and the Times Union Center Quad 3 parking garage connection. On a daily basis Monday thru Friday the following services would be required and Contractor will provide a separate dollar amount for a weekly fee connected solely to this add alternate issue:

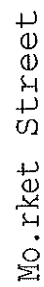
- a. Pick up all garbage and debris daily
- b. Clean floors daily using appropriate tools and cleaners based on floor surfaces
- c. Clean all hand railings thoroughly daily as well as all window sills and door frames
- d. Power wash all floor areas at least on a quarterly basis
- e. Clean all windows at least once per month inside and out
- f. Clean escalators and elevators daily
- g. Polish escalators and elevator doors at least semi-annually



MVP Arena.



MVP Arena.
Mezzo.nine Level



All current Kalwall Systems with standard exterior face sheets are full-thickness, color stable, and include a permanent glass erosion barrier and a self-cleaning surface. Normal rainfall will keep Kalwall free of dust and dirt. Periodic soapy water wash and clear water rinse is recommended. The Kalwall Erosion Barrier prevents erosion-caused reinforcing fiberbloom.

As the face sheet weathers, the full thickness resin retains the color. The reinforcing fibers are contained within the sheet. The weathering surface will lose its sheen and become "matte". While no coating replacement is required, original face sheet luster can be restored, following these guidelines:

- 15 to 25 years on the North and East vertical exposures
- 12 to 20 years in average exposures
- 10 to 15 years in intense sunlight areas; i.e., roofs in South Florida and Southern California

Kalwall's Weatherseal - a transparent coating material will, if applied timely, restore original luster to the Kalwall panels. Various formulations to meet regional V.O.C requirements are available.

WEIGHT

Standard 2-3/4" (70 mm) Kalwall weighs approximately 1.5 pounds per square foot (8 kg/m²). Panels with factory attached stiffeners for span weigh somewhat more. The average weight for a skyroof system is 2 PSF (10 kg/m²); 2.5 PSF (12 kg/m²) for thermally broken sandwich panels. 4" (100 mm) Kalwall 100 weighs 3.0 PSF (15 kg/m²); Kalwall+Aerogel 3.5 PSF (17 kg/m²). Reference pg. 4.13 for S-Line approx. shipping weights and pg. 4.14 for approx. standard Pyramid shipping weights.

THERMAL EXPANSION

Kalwall sandwich panel coefficient of linear thermal expansion is 1.24×10^{-5} in/in°F (2.23×10^{-5} mm/mm°C). An 8' panel will expand lengthwise approximately 1/8" when the temperature rises 100°F (a 2 m long panel will expand approximately 2 mm when the temperature rises 40° C).

CHEMICAL RESISTANCE

Kalwall Systems shrug off most harsh acids, alkalis and chemical fumes. Environments normally considered corrosive such as paper and metal processing plants, seaside exposure and swimming pool enclosures do not affect Kalwall sandwich panels or the Kalwall Corrosion Resistant Finish on the Clamp-tite System. Generally, any building or atmosphere within which people are exposed without special protective clothing will have no adverse effect on Kalwall Systems.

Tests have been conducted according to ASTM D-543, "Test for Resistance of Plastics to Chemical Reagents" for many common chemicals. Contact us for specific requirements with the following information:

1. Name of the chemical
2. Type of chemical exposure:
 - a) Vapor, liquid, solid
 - b) Continuous, intermittent
3. Percentage of vapor, liquid or solid content
4. Operating temperature of the enclosed area

Cleaning permanent marker or paint off Kalwall panel exterior & interior faces

The following substances work well with limited rubbing using "Scotch-Brite" type soft abrasive pad:

- Waterless hand soap (Goop, etc...)
- Murphy's Oil Soap
- Pine Sol, Lestoil
- Armor All
- Polishing compound
- Zep Erase, _ Goof Off, or other graffiti remover

The following substances require excessive rubbing:

- Fantastic, Spray & Wipe, etc...
- Liquid dish detergent
- Liquid hand soap
- Shout or other laundry stain removers
- WD-40
- Isopropyl rubbing alcohol
- Hydrogen peroxide

Milliken Recommended Carpet Maintenance Procedures

Consistent, thorough cleaning is required to remove soil that has bonded to carpet fibers. To ensure optimum performance and appearance, Milliken recommends using the MilliCare Dry Carpet Cleaning system.



MilliCare Textile and Carpet Care® is Green Seal Certified and an IICRC Certified training provider. The proprietary dry care system is CRI Certified as a Deep Cleaning Methodology and can contribute to LEED points. To find a MilliCare service provider in your area, please visit www.millicare.com.

Prevention Procedures

Barrier Mats - Barrier mats should be placed at all entrance ways into the facility and at locations where there is a transition from hard surface flooring onto the carpet if possible. This will help prevent soil from being tracked onto the carpet, improving its appearance and extending its life. Barrier mats should be vacuumed daily and cleaned or replaced frequently depending on the weather and use.

Vacuuming - Proper vacuuming is one of the most important parts of a total preventive maintenance program. Ineffective equipment or procedures will accelerate the appearance loss of the carpet by allowing dirt and grit to penetrate the pile surface. The accumulation of this soil, especially the smaller respirable particulates, can lead to Indoor Air Quality problems.

The janitorial / housekeeping staff is typically assigned the task of scheduled vacuuming. Vacuuming frequencies should be determined by four factors:

1. Type of carpet installed and appearance expectations.
2. Type and quality of vacuum used.
3. Expected traffic for each area of the facility.
4. Soiling environment of each area of the facility.

A commercial upright vacuum with a beater brush is recommended for vacuuming all carpet. Regular maintenance of vacuums is also essential. Vacuums should be emptied and inspected after every use. Particular attention should be paid to the condition of the brushes. Also, make sure that there is no material obstructing the air-flow channel.

Typical vacuuming frequencies are as follows:

High traffic: Every full work day. All entrances, exits, lobbies, food service areas, main corridors, elevators, funnel and pivot points. The vacuum should make a minimum of three passes in all high traffic areas.

Medium traffic: Every other work day. All secondary corridors, conference rooms, private offices.

Low traffic: Once a week. Minimal use corridors, rarely used conference rooms and training rooms.

Milliken Recommended Carpet Maintenance Procedures (Cont.)

Spot Cleaning - Spots and stains are one of the biggest detriments to high appearance levels. In order to maintain a consistent appearance level between periodic maintenance, it's critical that spots and stains be removed on a daily basis. In most cases, daily spotting is the responsibility of the janitorial or housekeeping staff. Milliken recommends the use of a Capture® Spot Kit or MilliCare® Spot Kit for treating most spots, following these procedures:

1. Remove as much excess material as possible prior to spot removal. Blot up liquids with a clean white terry cloth, vacuum up soil and gently scrap up encrusted material.
2. Spray Capture Pre-mist onto a clean, white terry towel and work in gently. Do not scrub. Blot, absorbing as much of the spot into the towel as possible. Work from the outside edge of the spot into the center to prevent spreading.
3. Apply Capture dry carpet cleaner to the spot. Gently agitate with a brush, wait 30 mins. And vacuum.

Note: Milliken does not recommend using any spotting agents containing solvents as they can leave residue that contributes to resoiling and can possibly damage the carpet.

millicare.com

1300 Brownwood Avenue • LaGrange, Georgia 30240 • 1.888.886.2273 (1.888.88.MCARE)

MilliCare® is a registered trademark of Milliken Services, LLC.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

MVP Arena

Pamela O'Neill, Purchasing Agent
51 South Pearl Street
Albany NY 12207

Schedule Year 2021 through 2022
Date Requested 06/27/2022
PRC# 2022900681

Location Albany County
Project ID# MVP2022-001
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2021 through June 2022. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____

Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena Bid
Number: #MVP2022-01

THIS BID IS SUBMITTED TO:

Nathan Sims
Assistant General Manager
MVP Arena
51 South Pearl Street
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non-Interruption of Work Agreement

7. Communication concerning this Bid shall be addressed to:

Phone: _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena

Bid Number: #MVP2022-01

Event Cleaning: Based on patron drop count	# of staff during event	# of staff post-event
• Less than 4501	_____	_____
• 4501 – 6500	_____	_____
• 6501 - 8,999	_____	_____
• 9,000 – 10,999	_____	_____
• Greater than 10,999	_____	_____
• Double Events	_____	_____
• Triple Events	_____	_____
• Confetti Clean Up	_____	_____
• Dirt Tracks	_____	_____
• Circus	_____	_____
• Block Party	_____	_____
• Porters for trade shows (hourly rate)	_____	_____

Weekly Cleaning MVP Arena Proper

Weekly Cleaning MVP Arena Atrium, Walkway and Knuckle*

Weekly Cleaning MVP Arena Parking Garage

Add Alternate:

Weekly Cleaning of Empire State Plaza Walkway (MVP Arena- Empire State Plaza)**

**MVP Arena - ASM Global
As Agent For
Albany County**

BID FORM

Bid Identification:

Title: Cleaning Services at MVP Arena
Bid Number: #MVP2022-01

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

SIGNATURE AND TITLE

DATE

BF4

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☐ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20____;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

BIDDER QUALIFICATION

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) accounts of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

BQ1

BIDDER QUALIFICATION

QUESTIONNAIRE

3. List projects/accounts presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

BQ2

BIDDER QUALIFICATION

QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

BQ3

BIDDER QUALIFICATION

QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

• **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

• **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

☐ No MBE/WBE joint ventures with Bidder on this Contract. ☐ Bidder is joint venturing with the following firm(s)
 (attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
D MBE D WBE				
D MBE D WBE				
D MBE D WBE				
D MBE D WBE				
D MBE D WBE				
D MBE D WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

SUBMIT MONTHLY

FORM C

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____
 Telephone: _____ Fax Number: _____ Federal ID No.: _____
 Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ Date: _____
 (See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
 Department of Human Resources
 Division of Affirmative Action
 112 State Street, Room 670, Albany, NY 12207
 Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee a waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____

Address: _____

City/State/Zip: _____

Telephone: _____
 Fax Number: _____
 Federal ID No.: _____

Contract Type/Number:

Project Cost:

() Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor

() Request Waiver of Minority Subcontractor Participation Goal. Please explain:

Actions taken to include MBE and/or WBE Subcontractor(s)

Name (please print)

Signature _____

Title

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

SCHEDULE 1

Contractor Form Invoice

ATALIAN
CORPORAL SERVICES

INVOICE
455555

[ATALIAN ENTITY]
525 Washington Boulevard 25th Floor
Jersey City, NJ 07310
T. +1 212.889.6353
www.atalian.us

For billing inquiries please contact:
billing.us@atalianworld.us

Bill To: [CUSTOMER COMPANY NAME]

ATTN: ACCOUNTS PAYABLE
[CUSTOMER STREET ADDRESS]
[CITY, ST ZIP]

Invoice Date: MM/DD/YYYY

Customer No.	Payor No.	Purchase Order No.	Service Period	Payment Terms	Due Date
#####	#####	#####	MONTH YEAR	Net Due in ## Days	MM/DD/YYYY
Work Order #	Description		Tax	Amount	
12345	Monthly Janitorial Service 1st Location Site Address		—	—	
12346	Monthly Janitorial Service 2nd Location Site Address		—	—	
12346	Monthly Janitorial Service 3rd Location Site Address		—	—	

PLEASE REMIT TO:
[ATALIAN ENTITY]
PO BOX _____
CITY, ST ZIP _____

Bank of America
Routing Number:
Account Number:
Account Name:
Email: remittances.us@atalianworld.us

Sub Total	
Sales Tax	
Total Invoice	

ATALIAN. For a better performance

ATALIAN Global Services
525 Washington Boulevard, 25th Floor
Jersey City, NJ 07310
212.889.6353
www.atalian.us

 **ATALIAN**^{NI}
GLOBAL SERVICES