

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC
FOR PROVISION OF FOOD
AND BEVERAGE SERVICES
AT THE ALBANY COUNTY TIMES UNION CENTER

PURSUANT TO RES. NO. 473 FOR 2019, ADOPTED NOV. 12, 2019

This Agreement is made by and between the County of Albany, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "County"), SMG, as managing agent for the County at the Albany County Times Union Center, with a principal place of business located at 51 South Pearl Street, Albany, New York 12207 and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company registered to do business in New York State, with a principal place of business located at 2400 Market St., Philadelphia, Pennsylvania 19103 (hereinafter "ARAMARK" or "Contractor," and the County and Contractor hereafter may be referred to as the "[P]arty," or together, the "[P]arties").

WITNESSETH:

WHEREAS, the County is the owner and operator of the Albany County Civic Center, also known as the Albany County Times Union Center (hereinafter "the Arena" or "the Times Union Center"), a facility in which sporting and other entertainment events take place; and

WHEREAS, the County published a request for proposals seeking a contractor for the exclusive right to provide food and beverage services at the Arena, said request having been designated RFP 2014-116 and issued on November 5, 2014 (hereinafter called the "RFP"); and

WHEREAS, the County issued an addendum to the RFP on December 5, 2014 (hereinafter called the "Addendum #1"); and

WHEREAS, Contractor submitted a proposal to provide the aforesaid food and beverage services for the exclusive right to provide such aforesaid services (hereinafter called the "Proposal"); and

WHEREAS, the Albany County Legislature the Albany County Legislature has authorized the County Executive to enter into this Agreement with the Contractor for the aforesaid food and beverage services, pursuant to Resolution No. 473 for 2019, adopted November 12, 2019; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, incorporated by reference and made a part hereof; the Addendum, incorporated by reference and made a part hereof; and the Proposal, incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES AND CLEANING OBLIGATIONS

Scope of Services:

Contractor shall perform the food and beverage services and meet the cleaning obligations described in Schedule A, attached hereto and made a part hereof. Contractor shall hold the exclusive right to provide the food and beverage services (collectively called the "Services" hereinafter) as described in Schedule A, and subject to the terms and provisions of Section 4 of the RFP.

Investment:

Contractor shall provide an investment of FIFTY THOUSAND DOLLARS (\$50,000.00) for miscellaneous improvements to the Services. The Investment will be amortized on a straight-line basis over the Term, commencing on the date(s) of disbursement of the Investment. In the event that the Term expires or this Agreement is terminated by either party for any reason prior to the full amortization of the Investment, the County shall pay to Contractor the unamortized balance of the Investment (as of the date of expiration or termination) on or before such date of expiration or termination.

ARTICLE 3. CONSIDERATION

3.1 In consideration of the terms and obligations of this Agreement, the Contractor agrees to pay to the County, on a monthly and incremental basis, commissions on food and beverage concessions on a monthly basis equaling FORTY-FIVE PERCENT (45%) of annual Gross Receipts (as hereinafter defined) up to ONE MILLION DOLLARS (\$1,000,000.00), FORTY-SEVEN PERCENT (47%) of annual Gross Receipts between ONE MILLION DOLLARS (\$1,000,000.00) and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) and FORTY-NINE PERCENT (49%) of annual Gross Receipts exceeding ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00). In addition, the Contractor shall pay TEN PERCENT (10%) of annual Gross Receipts generated with respect to food and beverage catering, candy sales, wardrobe checking and miscellaneous Gross Receipts.

3.2 Contractor also agrees to pay to County on a monthly basis: ONE HALF OF ONE PERCENT (0.5%) of Gross Receipts for trash removal, which amount shall fully cover all costs that Contractor will be required to pay for trash removal at the Times Union Center TWO AND ONE HALF PERCENT (2.5%) of Gross Receipts for all utilities; and phone line charges for 15 total lines as follows: for 6 stand lines at TEN DOLLARS (\$10.00) for each phone line used, plus usage costs for the remaining 9 lines at THIRTY TWO DOLLARS (\$32.00) for each phone line used.

3.3 As used herein, "Gross Receipts" shall be defined as all receipts from gross sales at the Times Union Center, excluding only: the amount of applicable sales, excise and use taxes payable

by Contractor or collected by Contractor, billed tips, gratuities and administrative fees or charges, credit/debit/gift card transaction fees and charges, permitted discount sales and bad debts (where credit has been approved or issued by the County).

3.4 Contractor will have the ability to permit third party food and beverage vendors to bring items into the arena and have a space to sell such items to the patrons attending events. Said third party vendors are subject to approval by the County's designated manager of the arena and all items sold, and pricing, are subject to mutual approval by Contractor and the County's designated manager. A minimum of 50% of any negotiated commission that a said third party vendor agrees to pay in order to vend inside the arena shall be paid to the Times Union Center and shall be included within the facility annual net operating revenues. Contractor shall be entitled to no more than 50% of said commission paid.

ARTICLE 4. TERM

This Agreement shall have a term of five (5) years beginning on June 1, 2020 and ending on December 31, 2025.

ARTICLE 5. EXTRA WORK/SERVICES

If Contractor is of the opinion that any work/services Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services (hereinafter called "Extra Work/Services") not contemplated by this Agreement, Contractor shall promptly notify County of the fact. The Parties shall work together in good faith to agree upon whether such work shall constitute Extra Work/Services. In the event that the Parties determine that such work does constitute Extra Work/Services, County shall provide extra compensation to Contractor on a negotiated basis.

ARTICLE 6. ASSIGNMENT

6.1 Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of Contractor's right, title, or interest therein, without the prior written consent of the County. Notwithstanding the foregoing, ARAMARK shall have the right to assign, transfer, or convey its interest in and to this Agreement to a subsidiary or affiliate of ARAMARK, provided that ARAMARK shall remain liable for the performance of its obligations hereunder.

6.2 Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 7. AVAILABLE DATA

All data reasonably relative to this Agreement shall be shared between the Parties without expense. This shall not include technical or other data not relative to the Agreement that Contractor deems to be confidential or proprietary in nature.

ARTICLE 8. COOPERATION

Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 9. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 10. RELATIONSHIP

Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 11. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 12. NON-APPROPRIATIONS

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 County for payment under this Agreement. The County will immediately notify 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 County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 13. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 16. PREVAILING WAGE RATES AND SUPPLEMENTS

Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of Contractor.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. COMPLIANCE WITH MacBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor 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 its 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 Contractor in default and/or seeking debarment or suspension of Contractor.

ARTICLE 22. NON-INTERRUPTION OF WORK

Contractor agrees 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 Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 23. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 24. DEFAULT AND TERMINATION

Either Contractor or County may terminate this Agreement at any time for breach by the other party of any of its obligations hereunder; provided, however, that neither party hereto will be entitled to terminate this Agreement by reason of any breach by the other of its obligations hereunder unless the breaching party fails to remedy such breach within (i) five (5) business days following the breaching party's receipt of written notice from the non-breaching party with respect to a monetary breach, and (ii) thirty (30) days following the breaching party's receipt of written notice from the non-breaching party with respect to a non-monetary breach; provided that, if such non-monetary breach is of a nature such that it cannot be cured through the exercise of reasonable diligence by the breaching party within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable to cure such non-monetary breach, provided the breaching party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure such breach. Upon termination of this Agreement, the Parties shall thereafter have no further obligations or liabilities to the other except for those obligations and liabilities that expressly survive the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 25. REMEDY FOR BREACH

In the event of a breach by either Party hereto, in addition to the remedies provided in Article 24 above, the breaching party shall pay to the non-breaching party all direct damages caused by such breach, and with respect to a breach by Contractor, such damages shall include, but not be limited to, all reasonable sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with County's own reasonable costs incurred in procuring a substitute Contractor. Notwithstanding the foregoing, each Party hereto shall be obligated to take all reasonable steps to mitigate its damages.

ARTICLE 26. LIMITATION OF DAMAGES; NON-RECOURSE

In no event shall any Party hereto be liable to the any other Party for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such Party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, no Party hereto shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or

sustained by such Party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the Parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other Party and its successors and assigns.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 1039), and all other policies and procedures described in the RFP.

27.2 During the term of this Agreement, Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, Contractor shall give the County thirty (30) days written notice in advance of such event.

27.3 Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices and documents required to be given or made pursuant to this Agreement shall be given or made by ordinary mail, United States Postal Service to:

ARAMARK: Aramark Sports and Entertainment Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103
Attn: President — Sports & Entertainment Group

-AND-

Aramark Sports and Entertainment Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103
Attn: Vice President & Associate General Counsel — Sports &
Entertainment Group

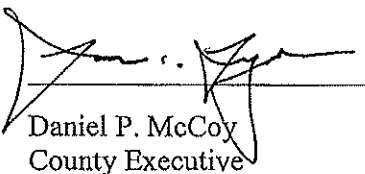
SMG: Times Union Center
51 South Pearl Street
Albany, NY 12207
Attn: General Manager

COUNTY: Albany County Executive's Office
112 State Street, Room 1200
Albany, New York 12207

Such service shall be deemed given or made five business days after post paid deposit with the United States Postal Service.

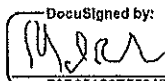
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

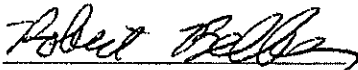
Dated: 4/20/2020

**ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC**

BY: 
Name: Senior Vice President of Finance
Title: _____

Dated: 4/10/2020

SMG

BY: 
Robert Belber
General Manager

Dated: 4/13/2020

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the 20th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

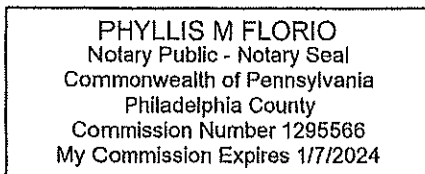


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS.:

On the 10th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Mark R. Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the company upon behalf of which the individual acted, executed the instrument.



DocuSigned by:
Phyllis M Florio
73CAF5384D22481...

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 13th day of APRIL, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Robert Belber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362878
Qualified in Albany County
Commission Expires Aug 14, 2021

SCHEDULE A

ARTICLE 2: SCOPE OF SERVICES

2.1 See Paragraph 2.1 Of the Agreement.

2.2 GENERAL:

- 2.2.1 Contractor shall have the exclusive rights to operate, as an independent operator, all food, beverage and related services, including without limitation, the operation of snack areas and permanent and portable concession stands, excluding exceptions made for some events that have an exclusive right per current contracts, for example, the right to sell snow cones and cotton candy at the Ringling Brothers, Barnum and Bailey Circus.
- 2.2.2 Contractor shall have non-exclusive rights to provide catering services at the facility; however, the County agrees to recommend the Proposer as a first choice to all prospective catering clients.
- 2.2.3 Contractor shall be responsible for all operating and maintenance costs of the food service facilities covered by this RFP. All food and other supplies shall be purchased by the Contractor; all managers and other supervisory personnel, cooks, chefs, kitchen help, waitresses, cleaning help, and other employees required by the Contractor shall be employed by and paid by the Contractor.
- 2.2.4 Contractor shall provide for the replacement, at the same equal quality, of the loss and breakage of the initial inventory of kitchen and serving equipment originally furnished.
- 2.2.5 Contractor shall provide for the maintenance of all dining room, including but not limited to tables and cocktail rounds, and auxiliary furnishings in proper condition and repair, replacing all loss and breakage.
- 2.2.6 Contractor shall provide for the maintenance, repair, cleaning of all kitchen and serving equipment whether or not attached to the property, including but not limited to stoves, fryers, ovens, steamers, ventilation hoods, faucets and electrical work, refrigeration (including compressors and motors, etc.) minor electrical and plumbing.
- 2.2.7 Contractor shall ensure that all drains, including floor drains and traps, remain free flowing and clear of debris. Contractor, at its own expense, shall engage a professional service to remove any debris from clogged drains. It is the responsibility of the Contractor to inform the Building Management of any outside contractor performing work.
- 2.2.8 Contractor shall provide for the inspection, maintenance, testing, and recharging of the ansul wet chemical kitchen range hood fire suppression systems and fire extinguishers.
- 2.2.9 Contractor shall provide for the cleaning of the range hood exhaust system.
- 2.2.10 Contractor shall be responsible for parking for its full and part time employees. Currently, the Times Union offers parking at a reduced rate of \$4.00 at the Times Union

Parking garage. Tickets are to be purchased in advance by Contractor, who will then sell them to its employees. Alternatively, Contractor shall make its own arrangement to pay for parking for its full and part time employees.

- 2.2.11 Contractor shall propose a marketing plan to promote catering events outside the arena schedule.

2.3 OPERATIONS:

- 2.3.1 Contractor shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where such distribution has been authorized by the General Manager. Free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged the Times Union Center for meetings, trade shows, exhibitions, convention and the like at the discretion of the General Manager.
- 2.3.2 The final decision as to whether or not alcoholic beverages may be sold at any event shall be determined by the General Manager. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor. Currently alcohol is served at Siena College events, but not available for sale at NCAA events, high school basketball, high school cheerleading, NYS Bar Exam, Sears Training, and Get motivated.
- 2.3.3 Contractor shall ensure and maintain compliance with all federal, state, and local codes, rules and regulations, throughout the term of any contract for services, with regard to any and all personnel, operations and maintenance of the food service operation including all facilities used for loading, kitchen and preparation areas, dining rooms and areas for storage and removal of food, beverages, trash and debris.
- 2.3.4 Contractor shall have use of the fully equipped, ready to operate food service facilities, which includes kitchen, auxiliary furniture, furnishings, and all other kitchen equipment owned by the County.
- 2.3.5 Contractor shall keep all of said fixtures and equipment in proper condition and repair, replace all loss and breakage and at the expiration of the Agreement, surrender same to the County in good operational condition. Once a year during the Agreement, an inventory of all items will be taken. This inventory list shall be submitted to the County's designated representative.
- 2.3.6 The County shall have the right to interview and approve Contractor's manager prior to hiring; shall have the right to request that Contractor promptly transfer or replace any Contractor's manager not reasonably acceptable to the County.

2.4 RESPONSIBILITIES OF CONTRACTOR:

- 2.4.1 Contractor shall be responsible for keeping clean, covered, polished and in good repair, all equipment and other facilities, either permanent or temporary, as are used by it in the performance of this Agreement. Damage incurred to the property of the Times Union

Center as a direct result of negligence or lack of maintenance on the part of the Contractor is a non-allowable expense charged directly to the Contractor.

- 2.4.2 Contractor shall maintain all food and beverage service facilities in clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Albany County government and the State of New York and any other department having jurisdiction.
- 2.4.3 All food service and serving areas shall be regularly monitored by Contractor for cleanliness and trash removal during events.
- 2.4.4 All refuse and waste materials created by contractor's operations in all food service areas shall be promptly disposed of after each event. Such removal shall be made promptly during and after the event to a central collection area designated by the Times Union Center.
- 2.4.5 Contractor shall be responsible for cleaning the stands; kitchen, concourse, exhibition hall, suites, sports bar and locker rooms. This includes, but is not limited to, the removal of trash.
- 2.4.6 Trash removal and all associated costs shall be the responsibility of the Contractor.
- 2.4.7 It shall be Contractor's responsibility upon conclusion of a catered function, to restore the area to the condition in which it was found prior to the function.
- 2.4.8 Contractor shall be responsible for all janitorial supplies, chemicals, equipment, and cleaning services required to ensure the cleanliness of the areas under their control and occupancy, including, but not limited to, equipment, kitchen tile, floors, walls, and storage and holding areas.
- 2.4.9 Preventive maintenance. Contractor shall bear, at its own expense; all costs associated with preventive maintenance of the furnishings, fixtures, and equipment in the food service facilities at the Times Union Center, and shall provide and maintain a Repair and Maintenance Reserve which shall equal ONE PERCENT (1%) of Gross Receipts, for funding the repair and maintenance of equipment associated with the food and beverage services described in this Agreement.
- 2.4.10 Contractor shall assign a qualified representative to answer questions relating to the food service operation from Licensees and prospective users of the Times Union Center.
- 2.4.11 Contractor, unless otherwise directed by the General Manager, is responsible for the covering and draping of tables, placing of decorations, (i.e., flags, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and tablecloths and draping at the completion of the function in areas where food service functions are held.
- 2.4.12 It is the Contractor's responsibility for delivering and dispensing all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.
- 2.4.13 Contractor shall comply with all OSHA and ADA requirements.

- 2.4.14 Menu plans and costs proposed for the food service facilities covered by the RFP are included in this Agreement, as described and included with Schedule C, attached hereto and made a part hereof. Any variation must be approved by Albany County or their designated representative before being put into effect.
- 2.4.15 Contractor shall communicate with the General Manager or his/her designee for deliveries on event days.
- 2.4.16 Contractor shall be responsible for the service of the 25 suites, the sports bar and the Absolut™ Vodka themed bar. See RFP at APPENDIX "A" Food and Beverage Information and APPENDIX "C" Suite Menu and Order Form. Suite catering sales shall be included in the Catering sales and the sports bar concession sales shall be included in concession revenues.

2.5 RECORD KEEPING:

- 2.5.1 Contractor shall maintain daily records of all gross receipts obtained pursuant to its activities at the Facility and Contractor agrees to report to the County or County's designee gross receipts within two (2) days of each event. Monthly financial statements are to be filed with the County's designated representative by the 10th calendar day following the end of the previous month. The monthly report is to cover food service sales covered by this Agreement, shall include the date, customer count and sales (dollars), and shall be broken down by area.
- 2.5.2 On or before the 15th calendar day following the end of month during the contract period, the Contractor must pay to the County or the County's designee the amount of commission due and payable, including utility, trash and phone.
- 2.5.3 The County shall hire an independent auditing firm on a yearly basis to ensure the accuracy of any statement(s) furnished by Contractor.
- 2.5.4 The Contractor shall be responsible for the collection, security, and accounting of all receipts from food service operations covered by this Agreement. The Contractor or his authorized representative shall have prearranged monthly meetings with the County's designated representative to discuss the food service operation, types of food served, and any recommendation for the improvement of food service.
- 2.5.5 Contractor shall maintain an adequate staff of employees on duty at the food service facilities for the timely preparation and the efficient, prompt service of food. Distinctive uniforms provided by the Contractor shall be worn by all food service employees during their working hours.
- 2.5.6 Contractor shall also provide adequate administrative, dietetic and personnel supervision. If, in the judgment of the County, the Contractor fails to provide sufficient staff, the County reserves the right to hire additional personnel to raise the level of service to that expected. The Contractor shall reimburse the County for all expenses.

2.5.7 The Contractor shall provide periodic training programs for the food service workers it employs, consistent with the training schedule, topics to be covered and type of training offered submitted by the Contractor with the Proposal.

2.5.8 The Contractor shall honor all current and future sponsorship deals which require certain products to be sold as a result. The Contractor shall work with the General Manager for the enhancement of sponsorships and offer recommendations.

2.5.9 The list of exclusivities as it relates to food and beverage products are as follows:

- Pepsi - Exclusivity for pouring rights;
- Dunkin Donuts - Coffee, coffee products and hot chocolate shall be sold exclusively for the duration of said entity's advertising agreement.

2.6 MENU PATIERN, PRICES, QUALITY AND QUANTITY:

2.6.1 Contractor shall provide a comprehensive menu of foods to be served, including portions and prices. This Proposal shall include, at a minimum, the sports bar, suites and catering services. The menu may be modified to adjust for the seasonal availability of certain foods. The Contractor shall follow the method described in the Proposal for controlling portion sizes. Menu additions and prices of the same must be approved by the County's designated representative prior to being put into effect.

2.6.2 Where applicable, the Contractor shall provide "festive" meals during the year. The nature of each festive meal shall be determined in conjunction with the County or County designee.

2.6.3 The Contractor has submitted a catering book, which includes representative menus, portions and prices. The catering book states the amount of notice required to book a catered event, and the Contractor shall print and distribute a catering brochure that advertises the type(s) of service(s) available.

2.6.4 Contractor shall prepare all food, to the greatest extent possible, on the day it is to be served. Preparation methods the Contractor uses shall follow good nutritional practices to ensure that nutrient, textural and flavor characteristics of the foods are maintained.

2.7 CONTRACTOR EXPENSES:

2.7.1 The following expenses shall be paid and submitted by the Contractor to the County of Albany on a monthly basis:

a. Trash removal: 0.5% of the gross sales;

b. Utilities: 2.5% of the gross sales; and

c. Phone line charges: breakdown as follows: 15 lines total; 6 stand lines at \$10.00 per line plus usage, remaining 9 lines at \$32.00 per line plus usage.

SCHEDULE B
INSURANCE

Contractor's Insurance Requirements

I. During the Term, Contractor shall, at its own cost and expense, maintain with respect to its operations at the Times Union Center the following insurance coverages written for the limits specified for each coverage or required by law, whichever is greater and including the provisions enumerated below:

A. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$1,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person/organization
General Aggregate	\$2,000,000 aggregate

B. Liquor Liability (If alcoholic

beverages are served or sold)	\$1,000,000 each common cause
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C. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily

Injury & Property Damage	\$1,000,000 each accident
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D. Excess "Umbrella" Liability

promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of Contractor to furnish, deliver and maintain such insurance as above provided, the Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of Contractor to procure and maintain any required insurance shall not relieve Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.

Note: All requirements contained herein within Exhibit B are consistent with the same provisions within Exhibit A and D within the current Agreement that expires May 31, 2020. These requirements will continue for five additional years within this new Agreement as per the resolution that was passed by Albany County, which exercises the option to extend the current Agreement for five additional years.

SCHEDULE C

MENU

See attached pages.



TIMES UNION
CENTER

2019 2020

SUITE MENU

[VIEW MENU >](#)

aramark 



A LA CARTE

A LA CARTE PACKAGES BEVERAGES SUITE SERVICE

Fan Favorites

Serves 8 Guests

Classic Mac & Cheese

Shell Pasta, Aged Cheddar Cream Sauce, Shallow, Parmesan
\$25

Taco Bar

Seasoned Ground Beef, Flour Tortillas, Shredded Cheese, Shredded Lettuce,
Diced Tomato, Diced Onion, Sour Cream
\$20
Add Guacamole \$5

Ham and Cheddar Puff

Ham, Cheddar Cheese, Caramelized Onions, Dijon Mustard, Flaky Puff Pastry
\$12

Farmers Market Crudité

Seasoned Vegetables (Chef's Selection), Ranch Dip
\$35

Cheese and Crackers

Swiss, Cheddar, Pepper Jack, Assorted Crackers
\$30

Hummus Platter

Hummus, Sliced Cucumber, Warm Pita Points
\$20

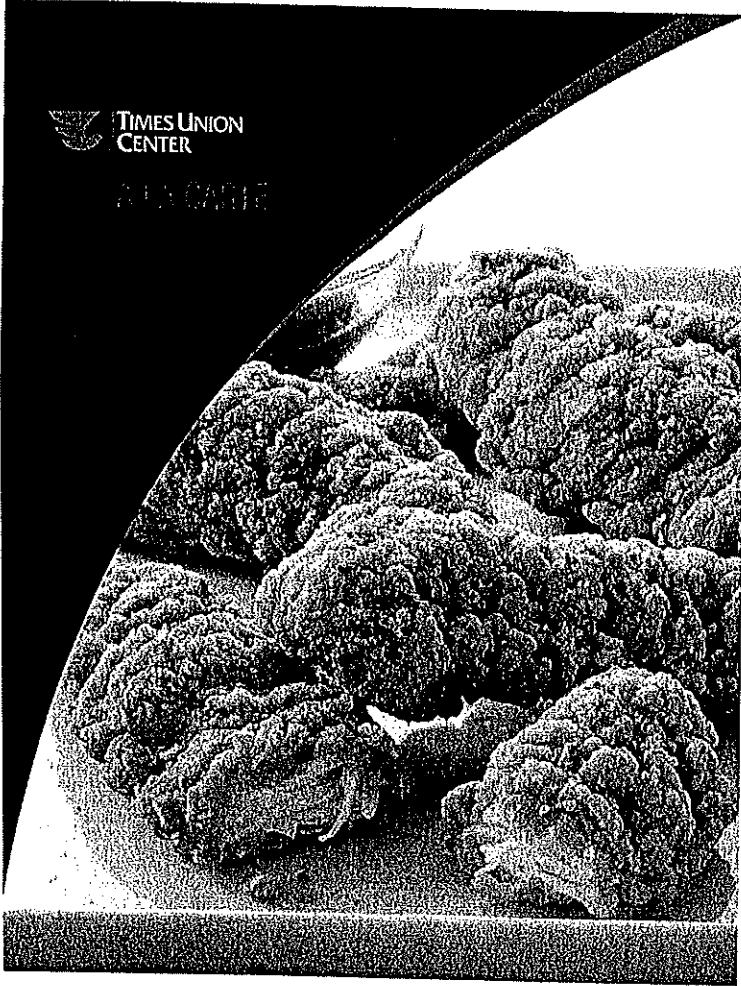
Prices subject to additional fees and taxes.

Fan Favorites	3
Hot Appetizers	6
Pizza	5
Sandwiches	7
Snacks	8
Desserts	9





A LA CARTE



A LA CARTE PACKAGES BEVERAGES SUITE SERVICE

Hot Appetizers

Serves 5 Guests

Beef Empanadas
Seasoned Beef, Colija Cheese,
Chimichurri Sour Cream
\$40

**Bavarian Pretzels &
Beer Cheese**
Soft Baked, Boston Lager Beer
Cheese
\$28

Thick Cut Seasoned Fries
House Seasoning, Malt Vinegar
\$24

Nacho Bar
Chili, Nacho Cheese, Salsa,
Sour Cream, Jalapenos
\$39
Add Guacamole \$5

Chicken Tenders
Homestyle Breaded Chicken,
Honey Mustard, BBQ Sauce
\$50

Boneless Chicken Wings
Buffalo or BBQ, Blue Cheese
and Carrots
\$48

Esperanto's Oböy
Sautéed Chicken Breast Diced
and Spiced, Blended with Cheeses and
Scallions and Baked in Fresh Pizzan Dough
\$40

oböy
Café

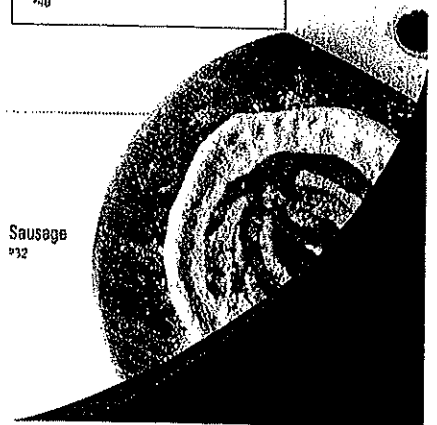
Pizza

Cheese
\$30

Pepperoni
\$32

Sausage
\$32

Prices include tax and tip.





A LA CARTE

A LA CARTE PACKAGES BEVERAGES BRIDE SERVICE

Sandwiches

Serves 8 Guests

★ Chimichurri Flank Steak Sandwich

Grilled Flank Steak Marinated in Chimichurri, Cheddar Cheese, Roasted Red Peppers, Worcestershire Aioli, Italian Bostone Roll
\$45

★ Brisket Torta

Slow Braised Beef Brisket, Refried Beans, Provolone, Lime-Cilantro Crema Slow, Cubano Bread
\$49

Sabrett Hot Dogs

Sabrett's All Beef Franks, Diced Onions, Relish, Local Rolls
\$40

Chili Cheese Dogs

Sabrett's All Beef Franks, Chili, Stuffed Cheese, Diced Onions, Local Rolls
\$48

Angus Cheese Burgers

Half-Pound Angus Beef Patties, American Cheese, Lettuce, Tomatoes, Onion, Pickle, Local Rolls
\$54

Chopped Cheese

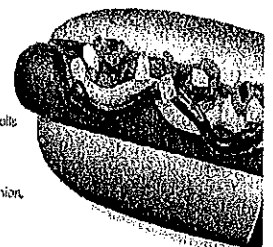
Seasoned Beef, Sauerkraut, Peppers and Onions, Cheddar Cheese, Lettuce, Tomatoes, Pepper Relish, Local Rolls
\$42

Classic Sliders

Angus Beef Patties, American Cheese, Pickle, Local Rolls
\$42

* Requires 48 hours notice.

* Cuts between 12 and 16 pieces, prices listed.
Prices subject to additional fees and taxes.





A LA CARTE

A LA CARTE PACKAGES BEVERAGES SUITE SERVICE

Snacks

Bar Nuts 'n Nosh
Roasted Ranch Caribou, BBQ Roasted Mixed Nuts, Mini Pretzel Twists
\$25

Fresh Popped Popcorn
Bottomless
\$18

Mini Pretzel Twists
\$18

Fiesta Chips
Tostito Rounds, Salsa
\$18
Add Guacamole \$5

Chips and Dip
House Made Kettle Chips, French Onion Dip
\$12



Desserts

S'mores Dip
Melted Chocolate, Toasted Marshmallows, Cinnamon Sugar Pita Toast Points
\$30

Fresh Baked Cookies
Chocolate Chip, Oatmeal Raisin, Sugar
\$34

Fudge Brownies
Confectioners Sugar
\$35

Prices subject to additional fees and taxes.

Tan Favorites	3
Hot Appetizers	5
Pizza	5
Sandwiches	7
Snacks	9
Desserts	9

Packages

Tailgate \$90

Angus Cheese Burgers

1 half-Pound Angus
Beef Patties, American
Cheese, Lettuce,
Tomatoes, Onion, Pickles,
Local Rolls

Thick Cut Seasoned Fries

House Seasoning,
Ranch Vinegar

Beverages

Bottled Water (six-pack)
Soft Drinks (six-pack)

Game Day \$85

Cheese Pizza

Boneless Chicken

Wings

Buffalo or BBQ,
Blue Cheese and Carrots

Chips and Dip

House Made Pesto
Chips, French Onion Dip

Beverages

Bottled Water (six-pack)
Soft Drinks (six-pack)

Snack Pack \$50

Chips and Dip

House Made Pesto
Chips, French Onion Dip

Fresh Popped

Popcorn

Bottomless

Mini Pretzel Twists

Beverages

Bottled Water (six-pack)
Soft Drinks (six-pack)

Prices subject to additional fees and taxes.



BEVERAGES

A LA CARTE PACKAGES BEVERAGES SUITE SERVICE

Non Alcoholic	17
Beer	13
Beer Packages	13
Spirits	15
Mixers	15
Wines	15

Non Alcoholic

Soft Drinks (12oz six-pack) \$20 Pepsi Diet Pepsi Sprite Mint Schweppes Ginger Ale Garden of Eatin'	Red Bull (6.3oz six-pack) \$35 Bottled Water (16.9oz six-pack) \$20 AquaFina	Keurig Beverage Service Coffee \$24
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Beer

Domestic (12oz six-pack) \$32 Budweiser Bud Light Coors Light Miller Lite	Premium (12oz six-pack) \$40 Blue Moon Stella Artois Sam Adams Boston Lager Founders All Day IPA Draughts All-In IPA	Tall Boys (24oz six-pack) \$48 Miller Lite Bud Light Stove Pipes (16.9oz six-pack) \$50 White Claw (Black Cherry) Founders All Day IPA
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Beer Packages

(120.2 six-packs)

Slam Slam-dunk Domestic Beer Choice (1) six-packs \$95	Pigskin Premiums Premium Beer Choice (4) six-packs \$135	Capital Combo Domestic Beer Choice (2) six-packs Premium Beer Choice (2) six-packs \$120
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Prices subject to additional fees and taxes.



THE VINTAGES

ALL ABOUT

PACKAGES

BEVERAGES

SHRIMP SERVICE

Non-Alcoholic

13

Beer

13

Beer Packages

13

Spirits

15

Mixers

15

Wines

15

Spirits

Hard Drinks

Bacardi Superior	\$42
Captain Morgan	\$42
Jose Cuervo	\$42
Pick 6 Vodka	\$42
Tanqueroy	\$42
Jack Daniels	\$50
Dewars	\$50

Mixers

Tonic Water (1 liter)	\$10
Club Soda (1 liter)	\$10
Margarita Mix (1.5 liter)	\$15
Cranberry Juice (32oz)	\$12
Orange Juice (32oz)	\$12

Wines

Sparkling

Korbel Brut, California	\$45
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White

Alox, Riesling, Germany	\$42
Matus, Sauvignon Blanc, Marlborough New Zealand	\$42
William Hill Estate, Chardonnay, Napa Valley California	\$42
Ecce Domini, Pinot Grigio, Veneto Italy	\$42

Red

Dark Horse, Big Red Blend, California	\$40
Altos, Malbec, Mendoza Argentina	\$42
Casillero Del Diablo, Cabernet Sauvignon, Chile	\$40
Starypoint, Cabernet Sauvignon, California	\$44

Prices subject to additional fees and taxes.

How to Order

Orders can be placed in three easy ways

ONLINE	PHONE	EMAIL
www.sullscatering.com	616-457-2130 10am - 4pm	McKay-Danelli@aramark.com OR Fallon-Sean@aramark.com

All orders must be placed at least two (2) regular business days (M-F) prior to event day to ensure item availability and the utmost in presentation, service and quality. Please allow 4 days for events taking place on a weekend.

Advanced Ordering

Advanced food and beverage orders must be placed a minimum of three business days prior to the event day to ensure item availability and the utmost in presentation, service, and quality. Orders can be placed online via the website www.sullscatering.com by phone at 616-457-2130 or via email to info@sullscatering.com. Please note that new users to the website must obtain a user ID and password from the Catering Office prior to ordering. If you have any questions, you may call 616-457-2130 to speak directly to a Catering representative.

Event Day Menu

Orders may be placed with your Suite Attendant or by calling the Catering Office at extension 2130 on your in-suite phone. Please allow 45 minutes for event day orders. Event day ordering will conclude at the beginning of the second half of basketball games, or one (1) hour before the event ends your cooperation is sincerely appreciated.

Administration Charges And Taxes

All orders are subject to a standard 15% taxable administration charge and 8% sales tax as required by the state of New York. Gratuities are additional and at your discretion based on the quality of service rendered. The Administrative Charge is not intended to be a tip, gratuity or service charge for the benefit of employees and no portion of this Administrative Charge is distributed to employees.

Order Guideline

DAY OF EVENT DUE BY NOON ON
Sunday Thursday
Tuesday Friday
Wednesday Monday
Thursday Tuesday
Friday Wednesday
Saturday & Sunday Thursday

Personalized Services

On event days, a suite attendant will be assigned to your luxury box. The attendant is there to take your food and beverage orders, and assist in your suite experience. These attendants are responsible for a group of suites. If you desire a dedicated suite attendant or bartender to remain exclusively in your suite for an event, please contact the Catering office at (616) 457-2130. Please allow 5 days notification to ensure your request can be accommodated. The fee for a dedicated suite attendant is \$95.00 per event.

Cancellations

Should you need to cancel your event order, please contact our catering office at (616) 457-2130. If your cancellation request is made at least 24 hours prior to the event, you will incur no charges. If the request is not made within the 24-hour minimum, a 50% charge will be assessed on food and beverage invoice and 100% of the attendant fee.

Food and Beverage Delivery

Unless a specific time is indicated, all food and beverage will be delivered to the suites at the opening of games. In order to ensure the highest level of food quality, certain foods may be delivered to the suites after the game's intermission.

Food Policy

All food products served in the suites at the Times Union Center are furnished exclusively by Aramark. It is not permissible for guests to bring or purchase food or beverages from the suites without prior authorization will be charged to the suite holder at the normal retail price.

Unconsumed Beverages

For suites without a pay-per-use agreement, Aramark reserves the right, in its sole discretion, to dispose of any unconsumed or unopened food and beverages in the end of each event and to request certain items for subsequent events and credit will not be given for any such items.

Alcoholic Beverages

Aramark Corporation, as a licensee, is responsible for the administration of the sale and service of alcoholic beverages in accordance with the laws and regulations of the State of New York. Therefore, becoming aware with these laws, all alcoholic beverages must be supplied by Aramark. Alcoholic beverages are not permitted to be brought into or out of the Times Union Center. New York State Law prohibits the consumption of any alcoholic beverages by any person under the age of 21. It is the responsibility of the suite holder to ensure that no minor or intoxicated person consumes alcoholic beverages in their suite.

Refrigerator

Suite refrigerators will be opened for every event. In the event the suite holder does not wish the refrigerator to be unlocked during a specific event, they must inform our catering staff in writing prior to the event in question. If our catering staff does not receive such notification, we will assume that the

refrigerator is to be available for the event. Pre-Ordered alcohol will be put in your suite prior to your arrival. Any leftover beverages from the event will be locked up and must stay in the suite for future events.

Payment Procedures and Policies

Aramark offers several different types of payment options. All suite holders will be required to provide a credit card to be kept on file for the reason, all food orders must also be secured using a credit card. Cash may be used during the event to purchase food and beverage items. Cash may also be presented as payment for a pre-order secured by a credit card. A credit card may be used to purchase food and beverage the night of the event. Aramark accepts American Express, Discover, MasterCard and VISA.

Authorized Signers For Credit Accounts

It is Aramark's policy that only authorized signers, designated by the suite holder, are allowed to charge additional food and beverage for the suite during an event to the suite holder's account. If an authorized signer will be present during the event, please notify us prior to the event as to the name of the representative who will be responsible for signing the receipt and authorized to order additional food and beverage. If no authorized signer is present during the event, if a guest will not be allowed to charge purchases to the suite holder account. Guests will be responsible to pay by either cash or credit card. Please use the checkboxes on the Ordering Form to specify permissions.



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

April 14, 2020

Tracy and Teresa:

Please have the County Executive sign the three original signed copies that are enclosed, keep one for your files and return two fully executed originals to me. I will then forward one fully signed original to Aramark.

Thank you for your assistance.

Sincerely;



Bob Belber
General Manager