

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY EXECUTIVE'S OFFICE



RFP #2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

**TITLE: NAMING RIGHTS OF THE ALBANY COUNTY ARENA
RFP NUMBER: 2021-071**

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS 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 the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2021-071

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ 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/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2021-071**

Sealed Proposals for **the NAMING RIGHTS OF THE ALBANY COUNTY ARENA** as requested by the Albany County Executive's Office will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on **Friday, October 29, 2021**.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on October 7, 2021.

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, OCTOBER 14th, 2021, at 10:00 AM, at the offices of SMG, Albany County Arena, 51 South Pearl Street, Albany, New York. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: October 1, 2021
Albany, New York

PUBLISH ONE DAY – October 7, 2021 -- THE EVANGELIST
PUBLISH ONE DAY – October 7, 2021 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NAMING RIGHTS TO THE ALBANY COUNTY ARENA
ALBANY COUNTY EXECUTIVE
RFP #2021-071

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Naming Rights for what is currently known as the Times Union Center** as requested by **the Albany County Executive**. Going forward the Times Union Center shall be referred to as the Arena in this RFP.
- 1.2 The Arena began operations in January 1990. Owned by Albany County, Managed by SMG the world's largest private management firm for public assembly facilities, the Arena has an adaptable seating capacity between 6,000 and 17,500. Since January of 1990, more than eighteen million patrons have walked through the turnstiles.
- 1.3 As a multi-purpose facility, the Arena has hosted a variety of events, including concerts, family shows and sporting events, averaging 145 events each year.
- 1.4 The Arena is home to the Empire of the National Arena League (Arena Football) the Albany Fire Wolves of the National Lacrosse League and Siena Saints Division I College Basketball. Other sporting events entertaining fans of the Capital Region include the NCAA Division I Mens's Basketball Regionals, NCAA Division I Men's Wrestling Championship, MAAC Tournament, NYS High School Wrestling Championships, both Men's and Women's NBA preseason Basketball games. Notable concerts include; Kenny Chesney, Bruce Springsteen, Simon & Garfunkle, Tim McGraw, Metallica, U2, Frank Sinatra, Andrea Bocelli, Paul McCarthy, Bruno Mars, Garth Brooks, Ed Sheeran and the Rolling Stones.
- 1.5 **A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, OCTOBER 14th, 2021, at 10:00 AM, at the offices of SMG, Albany County Arena, 51 South Pearl Street, Albany, New York.** This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on FRIDAY, OCTOBER 29, 2021** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Department of Law, the Albany County Department of Management and Budget, and SMG.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's staff member who would be working with and coordinating marketing and advertising activities with Albany County and SMG during the term of this contract.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Document your firm's qualification to produce the require outcomes, including its ability, capacity skill and financial strength.
- 3.5 Proposers shall submit any details of similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 Proposer shall provide, at no cost to the County, a current **Dun & Bradstreet Comprehensive Report** which shall be a distributable copy. Due to copyright issues, the County is unable to accept D&B reports marked "Not for Distribution". This report can be obtained online at www.dnb.com. Information within this report may be used in the County's evaluation of the Proposer's financial solvency. Any Proposer who is unable to supply this report because the business does not have a D&B number should note this in their proposal response.
- 3.9 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 Title Sponsorship entitles the sponsor to rename the Arena with a name chosen by the sponsor, with pre-approval by the Albany County Executive. The sponsor will have the non-exclusive right to place its name on existing external and internal signage, including, but not limited to exterior of the facility, exterior marquee, interior scoreboard, directional signage and highway signage.
- 4.2 The sponsor will commit to provide all materials and replacement signage, including installation as needed to complete the re-titling of the Arena. The cost of changing all exterior and interior signage will be paid for by the naming rights sponsor. All sign placements must

be approved by SMG and be in accord with any and all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights sponsor shall be responsible for contracting all work relative to the removal of existing signage and the installation of all exterior and interior signage. All contractors and subcontractors performing work at the request of the naming rights sponsor shall be required to provide certificates of insurance in compliance with the insurance requirements set forth in Article 15 herein.

4.2.1 The contractor shall provide all ongoing maintenance and bulb replacement for the sign that is located on the exterior of the atrium on South Pearl Street, and the atrium sign that is on the Northwest corner facing the Empire State Plaza. All other signs in the facility, once installed, are the responsibility of the Arena.

4.2.2 The dimensions for some of the largest signs are as follows, additional signage requirements are listed in Attachment "D":

Front Atrium Sign (Pearl Street Entrance)

Rear of Building (Facing Empire State Plaza)
58+ feet long

"Times Union Empire State Plaza Parking" is 96"w x 36"h

4.2.3 It will be the responsibility of the naming rights sponsor to work with, and compensate, the New York State Department of Transportation to change the signs on all New York State highways. The County of Albany makes no representations concerning the requirements of such work.

4.3 The County will provide the naming rights sponsor the right to use certain other VIP areas on mutually agreed upon events/times.

4.4 Sponsor's name shall appear on all printed materials (letterhead, fax documents, business cards, brochures, etc.), press releases, radio and television advertising, all billboard advertising, and computer printed event tickets. The cost for artwork, production, and installation costs of the sign faces shall be the responsibility of the awarded Proposer. Additional partnership benefits can be found in Attachment "F", Naming Rights Partnership Program, presented by SMG.

4.5 The Proposal shall include compensation in a minimum annual sum of \$300,000.00 for the naming rights and benefits as described herein.

4.6 Proposers are encouraged to offer and shall describe additional promotional advertising opportunities that may include additional revenue or marketing benefits, which support arena attendance or arena attendees.

- 4.7 Proposers shall address their marketing and public relations program to promote the new facility name locally, regionally and nationally.
- 4.8 Proposers shall state their objectives and strategy to introduce, build and increase awareness of the facility's new name.
- 4.9 Proposers shall describe their strategy to ensure a complete and integrated use of the new arena name on the established date.
- 4.10 Proposers shall describe any programs that they believe will create excitement, enthusiasm and promote goodwill by reaching out to the local and regional community.
- 4.11 The County reserves the right to re-negotiate the compensation requirements in the event a professional NBA or NHL sports franchise is obtained for the facility; in the event the parties are unable to agree on compensation, the County reserves the right to cancel the agreement without further obligation.
- 4.11 The County reserves the right to sell or lease all or a portion of the facility during the term of this agreement.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for five (5) years beginning January 1, 2022.
- 5.2 At the end of the initial five year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two additional five (5) year terms, in two (2) consecutive five-year intervals.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: REVENUE PROPOSAL:

- 6.1 Submit a revenue proposal for the naming rights, a minimum annual sum of \$300,000.00 is required.
- 6.2 If proposing additional cash or marketing activities detail the structure of how those benefits would be allocated to the County.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for

rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Revenue Proposal Section - The Revenue Proposal Section must include all revenue associated with the proposer's plan to carry out the requested service. Any revenue proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Law, the Department of Management and Budget and SMG. Proposals shall be evaluated based upon the following:

| <i>CRITERIA</i> | <i>WEIGHT</i> |
|--|----------------------|
| Total proposed compensation | 50% |
| Proposer's demonstrated capabilities, financial solvency | 20% |
| Ability of Proposer to assist in the expansion of the Arena's revenue base, increase its profile, and make it a more successful enterprise | 30% |

8.3 Proposals will be examined and evaluated by the Albany County Executive's Office and the Department of Management and Budget with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Not in use

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

12.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's 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 of insurance 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 or 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 |

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

- (a) Albany County and SMG shall be named as an additional insured on all liability, policies.
Proposal number must appear on insurance certificate.
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: Not in use

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 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.

19.2 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.

19.3 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.

- 19.4 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 20: Not in use

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor 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, gender, marital status, military status, sexual orientation 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, gender, marital status, military status, sexual orientation 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.

SECTION 22: Not in use

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 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.
- 25.2 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.
- 25.3 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).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 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) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Not in use

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 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").**

Re-Branding & Re-Naming of Times Union Center (List of items requiring change of name)
As of 9/30/2021

| Quantity | Sign | | Location | Material | Size | |
|----------|---|--------------|-------------------------------------|-----------|------------|-----------------------------|
| 1 | 36 TUC logo | double sided | Entrances | vinyl | 3' x 12" | |
| 2 | 36 Security search | | Entrances | vinyl | 4' x 6" | |
| 3 | 1 Post One Security | | | PVC Board | 25" 30" | |
| 4 | 3 Prohibited Items | | Entrances | cloth | 3' x 5' | approx. |
| 5 | 3 Concession Stand Directional signs | | Quads 1,2,3 | foamcore | 3' x 2' | |
| 6 | 27 Row U Handicap seating | | | plastic | 8" x 5" | |
| 7 | 1 TUC Box Office | | Quad 3 landing | aluminum | 30" x 40" | approx. |
| 8 | 1 TUC Customer Service | | Quad 3 landing | aluminum | 3' x 5' | approx. |
| 9 | 3 Box Office Seating Maps | | | aluminum | 30" x 40" | |
| 10 | 12 Established Ticket Prices | | Box Office Windows | aluminum | 6" x 18" | |
| 11 | 1 To Box Office | double sided | Atrium Q1 | aluminum | 36" x 18" | approx. |
| 12 | 2 Team Chute Banner | | | banner | 6' x 14' | |
| 13 | 1 TUC Parking CPL | | | metal | 12" x 18" | |
| 14 | 1 TUC Parking garage | | Market Street | lexan | 42" x 96" | |
| 15 | 1 Walkway to TUC | | | plastic | 12" x 96" | |
| 16 | 1 Exit to Beaver St | double sided | Atrium Q2 | aluminum | 18" x 24" | approx. |
| 17 | 1 TUC Parking | | Pearl & Market | lexan | 3' x 8' | |
| 18 | 2 TUC Back logo back lit | | Pearl street | lexan | 2' x 3' | |
| 19 | 7 Planter banners | | Pearl street | vinyl | 16" x 52" | |
| 20 | 8 Elevator level descriptions | | Inside all elevators | plastic | 3' x 5' | |
| 21 | 8 Handicap signs | | Walkway | plastic | 2' x 2' | |
| 22 | 3 TUC Ticketmaster | | | lexan | 3'x5' | |
| 23 | 1 TUC logo back lit | | | plastic | 2' x 3' | |
| 24 | 1 TUC Blade sign | | Main Entrance | metal | 3' x 40' | approx. |
| 25 | 1 TUC Lettering above atrium doors | | Main Entrance | metal | 3' x 40' | approx. |
| 26 | 4 TUC banner logo | | Scoreboard | decal | 6' x 1' | approx. |
| 27 | 1 Backlit sign on Marquee | | Marquee | plastic | 8' x 7'6" | |
| 28 | 1 Media Back Drop | | | banner | 8' x 16' | |
| 29 | 2 Arena Logo | | Concession Stand | vinyl | 17" x 14" | |
| 30 | 1 Powered By Mountain Media | | | lexan | 18" x 72" | |
| 31 | 4 TUC Fans welcome | | Atrium | vinyl | 29" x 72" | |
| 32 | 1 Welcome Teams | | Back Door | aluminum | 4' x 5' | |
| 33 | 1 MAAC Banner approx 8x10 | | | banner | | |
| 34 | 2 Directional Signs over Atrium Escalators | | Atrium | aluminum | 5' x 2' | approx. |
| 35 | 1 TUC Sign Above CPL | | Market Street | metal | 40' x 3' | approx. |
| 36 | 1 LED Sign case above B.O | case only | Market Street | metal | 15' x 3' | approx. |
| 37 | 2 To Box Office | | Exterior atrium steps | decal | 2' x 2' | approx. |
| 38 | 8 Parking Signs | | CPL | metal | 8" x 12" | approx. |
| 39 | 1 TUC Entrance | | Market Street on wall | aluminum | 4' x 3' | approx. |
| 40 | 1 TUC on pedestal legs | | Market Street | lexan | 6' x 3' | approx. |
| 41 | 1 Admin Office | | ASM Reception window | decal | 24" x 8" | approx. |
| 42 | 1 Upper backlit TUC sign | | Market St. | lexan | 50' x 5' | approx. |
| 43 | 1 Park sign | | Garage Market St entrance | metal | 3' x 7' | approx. |
| 44 | 1 Park w/ Eagle logo | backlit | Garage Market St entrance | lexan | 2' x 15' | approx. |
| 45 | 4 Garage booth warning signs | | Garage - on booths | decal | 12" x 10" | approx. |
| 46 | 12 Floor Level numbers | | Garage - every level | metal | 3' x 3' | approx. |
| 47 | 1 Walkway directional | | Garage Level 3 by stairs | metal | 8' x 2' | approx. |
| 48 | 1 Arena ent./handicap ramp | | Garage Level 3 by stairs | metal | 3' x 2' | approx. |
| 49 | 1 Suiteholder Entrance | | Walkway - End of ramp | metal | 8' x 2' | approx. |
| 50 | 2 Suiteholder Entrance | | portable | coroplast | 3' x 3' | approx. |
| 51 | 1 Directional Signs | | Walkway - over ramp | metal | 8' x 2' | approx. |
| 52 | 1 Directional Signs - Vertical | | Walkway - over Beaver/Wendel | metal | 1' x 8' | approx. |
| 53 | 1 Parking Level 3 | | Walkway by Esc. 1 | decal | 3' x 6' | approx. |
| 54 | 1 Parking Level 5 | | Walkway by Esc. 2 | decal | 3' x 6' | approx. |
| 55 | 5 Directional - Exterior sign | | Walkway - Eagle St. above doors | metal | 10' x 2' | approx. |
| 56 | 1 Directional | | Walkway - bottom of Esc. 2 | metal | 8' x 1' | approx. |
| 57 | 1 Directional | | Walkway - bottom of Esc. 2 | metal | 10' x 1' | approx. |
| 58 | 6 ACC Elevator Signs | | ACC Walkway Elevators | metal | 1' x 1' | approx. |
| 59 | 1 Directional - Ren/ACC/TUC | | By ACC W2 elev | metal | 4' x 2' | approx. |
| 60 | 1 Directional - ESP/TUC | | Walkway - Top of Esc. 2 | metal | 42" x 36" | approx. |
| 61 | 1 Directional - TUC/ACC | | Park St. Glass door | decal | 18" x 36" | approx. |
| 62 | 1 TUC Down arrow | | ESP entrance | decal | 6' x 1' | approx. |
| 63 | 1 Directional | | ESP - various along concourse | decal | 36" x 3" | approx. metal hanging signs |
| 64 | 2 Directional - TUC | | Inside Egg glass doors | decal | 12' x 2' | approx. |
| 65 | 1 Directional - ACC/ESP/TUC | | Walkway - by ESP entrance | metal | 3' x 3' | approx. |
| 66 | 1 Directional - -->TUC--> | | Walkway - bottom of Esc. 1 | metal | 48" x 8" | approx. |
| 67 | 9 TUC and TUCwitter | | Walkway ramp by Q3 entrance | etching | 3' x 3' | approx. |
| 68 | 16 TUC Subject to search | | All entrances | decal | 6" x 4" | approx. |
| 69 | 1 Directional - vertical | | Walkway - Pearl/Beaver St | decal | 1' x 7' | approx. |
| 70 | 16 TUC No Re-entry and rules | | Concourse - 200 level columns | plastic | 8.5" x 11" | |
| 71 | 2 EMS/Sec. Base/No Restrooms | | Q4 Stairs | metal | 2' x 2' | approx. |
| 72 | 6 Concourse sign filler | backlit | Concourse - Above concession stands | vinyl | 4' x 3' | approx. |
| 73 | 4 Concourse sign filler | backlit | Concourse - Above concession stands | vinyl | 10' x 3' | approx. |
| 74 | 1 Sec/Gst. Serv. | | Q4 mez | metal | 2' x 2' | approx. |
| 75 | 4 Restrooms This way | | stored for use as needed | coroplast | 4' x 3' | approx. |
| 76 | 4 Apologize for our appearance | | stored for use as needed | coroplast | 4' x 3' | approx. |
| 77 | 1 TUC Attraction highway sign | | 787 - Exit 4 Northbound | metal | | approx. |
| 78 | 1 TUC Attraction highway sign | | 787 - Exit 3B Southbound | metal | | approx. |
| 79 | 1 TUC Directional ramp highway sign | | 787 - Exit 4 Northbound | metal | | approx. |
| 80 | 1 TUC Directional ramp highway sign | | 787 - Exit 3 Southbound | metal | | approx. |
| 81 | 1 TUC Directional highway sign | | 190 - Exit 23 | metal | | approx. |
| 82 | 15 Streetpole banners - Hung for specific event | | Storage behind EMS | vinyl | 29" x 72" | |

Name Change on Uniforms - Times Union Center
As of 9/30/2021

| Description | Department | Type | Material | Printing Screen (s)/Embroidered (c) | Printed | Quantity | Color |
|---------------------------------|-----------------------|-------------------------|---|--|--------------------|----------|-----------|
| Security | Security | | | | | | |
| Golf Shirts - w/ pocket | | Golf Shirts | 100% cotton w/ pocket | e | Logo on Front | 175 | TBD |
| | | | | s | Security on Back | | TBD |
| | | Golf Shirts | 100% cotton w/ pocket | e | Logo on Front | 20 | White |
| | | | | s | Supervisor on Back | | |
| Formal attire - TBD | | Formal Attire - TBD | 100% cotton w/ pocket | e | Logo on Front | 180 | TBD |
| Baseball Jackets - | | Baseball Jackets | shell 100% Nylon, lining 100% Cotton | e | Logo on Front | 100 | TBD |
| | | | | s | Security on Back | | TBD |
| Winter Coats | | Winter Coats | shell 100% Nylon, lining 100 poly fleece | e | Logo on Front | 50 | TBD |
| | | | | s | Security on Back | | TBD |
| Spring Jacket | | Spring Jacket | Shell 100% Nylon, lining 100% cotton | e | Logo on Front | 75 | TBD |
| EMS | EMS | | | | | | |
| Golf Shirts - w/ pocket | | Golf Shirts | 100% Cotton | e | Logo on Front | 24 | Red |
| | | | | s | EMS on Back | | |
| Sweatshirt - 1/4 zipper front | | Sweatshirts | 100% Cotton | e | Logo on Front | 24 | Red |
| | | | | s | EMS on Back | | |
| Operations | Operations | | | | | | |
| Tee Shirts | | T-Shirt | 100% Cotton | s | Logo on Front | 150 | Dark Grey |
| Golf Shirts w/ pocket | | Golf Shirts | 100% Cotton | e | Logo on Front | 75 | Dark Grey |
| Long Sleeve Golf Shirt | | Long Sleeve Golf Shirts | 100% Cotton | e | Logo on Front | 75 | Dark Grey |
| Flannel Lined Hooded Sweatshirt | | Flannel Lined Hoodie | Shell 100% cotton, lining Flannel | e | Logo on Front | 25 | Dark Grey |
| | | | 50% cotton, 50% poly | s | Logo on Front | 75 | Dark Grey |
| Sweatshirts | | Sweatshirts | shell 100% Nylon, lining 100 poly fleece | s | Logo on Front | 25 | Dark Grey |
| | | Winter Coats | | | | | |
| Parking | Parking | | | | | | |
| Golf Shirts | | Golf Shirts | 100% Cotton | e | Logo on Front | 30 | TBD |
| Golf Pullover Jacket | | Spring Jacket | Shell 100% microfiber poly, lining 100% nylon | s | Logo on Front | 20 | TBD |
| | | Winter Coats | shell 100% Nylon, lining 100 poly fleece | s | Logo on Front | 10 | TBD |
| | | Sweatshirts | | s | Logo on Front | 20 | TBD |
| Administration | Administration | | | | | | |
| | | Golf Shirts | 100% Cotton | e | Logo on Front | 36 | TBD |
| | | Golf Pullover Jacket | Shell 100% microfiber poly, lining 100% nylon | e | Logo on Front | 36 | TBD |
| | | Long Sleeve Golf Shirts | 100% Cotton | e | Logo on Front | 36 | TBD |
| Box Office | Box Office | | | | | | |
| Golf Shirts | | Golf Shirts | 100% Cotton | e | Logo on Front | 32 | TBD |
| Golf Pullover Jacket | | Spring Jacket | Shell 100% microfiber poly, lining 100% nylon | s | Logo on Front | 32 | TBD |

Re-Naming - Times Union Center
Tickets/Printed Items/Checks/Website

| <u>Description</u> | <u>Quantity</u> |
|--|-----------------|
| 1 Tickets | 350,000 |
| 2 Ticket Order Forms | 22M |
| 3 Remittance Envelopes | 82.5M |
| 4 Purchase orders | 2M |
| 5 Envelopes-Regular | 25M |
| 6 Envelopes-Window | 20M |
| 7 Business Cards | 40 employees |
| 8 Checks-operating Arena/Parking Garage | 5M |
| 9 Checks - Payroll | 600 |
| 10 Deposit slips-operating/Box Office/Parking ga | 2M |
| 11 Mailing Label - 4 color | 5M |
| 12 Mailing Label - black ink | 11M |
| 13 ID Cards | 600 |
| 14 Building Technical Packets | 50 |
| 15 Website Design & Rebuild | 1 |

Re-Naming Additional Expenses: (As of 9/30/2021)
Additional Expenses

| | Estimate |
|---|----------------------------|
| 3 Basketball floor painted logo | \$ 20,000.00 Connor Sports |
| 2 In Ice arena logo | \$ 1,500.00 Jet Ice |
| 1 Football carpet painted logo | \$ 1,500.00 Turf Nation |
| 1 Pr Lacrosse carpet logo replacement | \$2,500 Turf Nation |
| 1 Lift Rental for Installa 150' | \$ 9,000.00 TBD |
| 1 Rental space for Basketball Floor | \$ 3,500.00 TBD |
| 1 Clough Harbor Design fees for hanging signs | \$ 17,500.00 |
| 100 Large Chairs | \$225 ea Spec Seating |
| 100 Small chairs | \$95 ea Spec Seating |



NAMING RIGHTS PARTNERSHIP PROGRAM

Presented by ASM
for Albany County





CREATE A **POWERFUL** MARKETING
PLATFORM BY LINKING YOUR
ORGANIZATION TO A
WELL-ESTABLISHED AND POPULAR
SPORTS AND ENTERTAINMENT FACILITY.





WHY NAMING RIGHTS?

- Achieve Instant Brand Awareness
- Create Quality Interaction with Clients and Prospects
- Showcase Your Products and Services
- Demonstrate Positive Community Relations To Enhance Your Image



To date, **64 companies** have committed more than **\$3.5 billion** to associate their corporate names with facilities and teams.

Major League Facilities

American Airlines Arena, Miami
Staples Center, Los Angeles
Savvis Center, St. Louis*

*Became Scottrade Center in 2006

Investment

\$195 Million
\$100 Million
\$ 83 Million

Length

30 Years
20 Years
20 Years

Minor League Facilities

Verizon Wireless Arena, Manchester
Allstate Arena, Rosemont
Ricoh Coliseum, Toronto
Dunkin Donuts Center, Providence
Ford Center, Oklahoma*

*Became Chesapeake Energy Arena in 2011

Investment

\$11.4 Million
\$11 Million
\$10 Million
\$ 8.65 Million
\$ 8.10 Million

Length

15 Years
10 Years
10 Years
15 Years
10 Years



Company Size, **Primary Product** and **Target Markets** are as varied as the types of facilities now boasting a naming rights partner...

Gillette

Reliant

FedEx

Philips

Pepsi

Minute Made

Comcast

Save Mart

First National Bank

SSM HealthCare

National Car Rental

Lincoln Financial

MCI

Nationwide

BiLo

Target

Wells Fargo

First Union



TRADITIONAL ADVERTISING VS. NAMING RIGHTS

One Time Value

vs.

Building Long Term Brand Equity

One Dimensional

vs.

Integration

An Impression

vs.

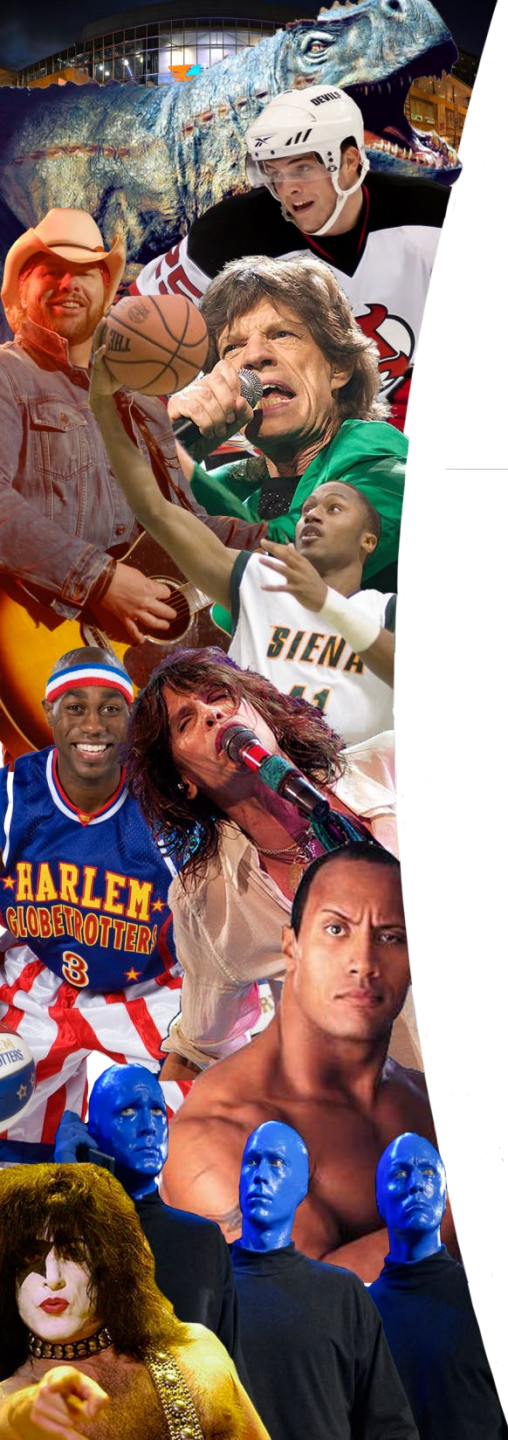
An Emotion



NAMING RIGHTS

BREAKING THROUGH THE CLUTTER!





POSITIVE ASSOCIATION WITH A PROVEN
COMMUNITY ASSET.

ADVERTISING THAT **CAN'T BE BOUGHT!**

“Public Relations impressions hold a 3:1 ration in value versus impressions via paid advertising”

Public Relations Society of America





What People Are Saying...

"Our brand awareness ... has risen dramatically. Overall, we have found venue sponsorship to be a very cost effective means to promote our brand."

Jeffrey Stone, Tweeter Home Entertainment Group

"...traditional advertising seems to become less effective with every passing year....through something like a name sponsorship, you reach a very broad audience in a unique kind of way. You become part of the customer's life style..."

Rod Eaton, Target Stores

"..we know the return on investment has exceeded our expectations based on the reaction we've received from fans, distributors, retailers, and, most of all, our customers. We couldn't be happier..."

Ruben Valdillez, Coors Brewing Company

"There's been such an explosion in the opportunities for advertising that it's not as easy to get your message out. If you want your name out there, this is a great way to generate coverage".

Jim Andrews, IEG Sponsorship Report

Albany Demographics

Albany Population:

| | |
|-----------|----------------|
| 97,660 | City |
| 308,171 | County |
| 875,562 | 25 Mile Radius |
| 1,475,000 | 50 Mile Radius |

Effective Buying Income:

*Median Household Income:

MSA: \$59,394

DMA: \$58,951

*quickfacts.census.gov

\$ 14.06 Billion Total Effective Buying Income
Metro Area (EBI)*

**Sales and Marketing Management 1998 Survey of Buying Power*

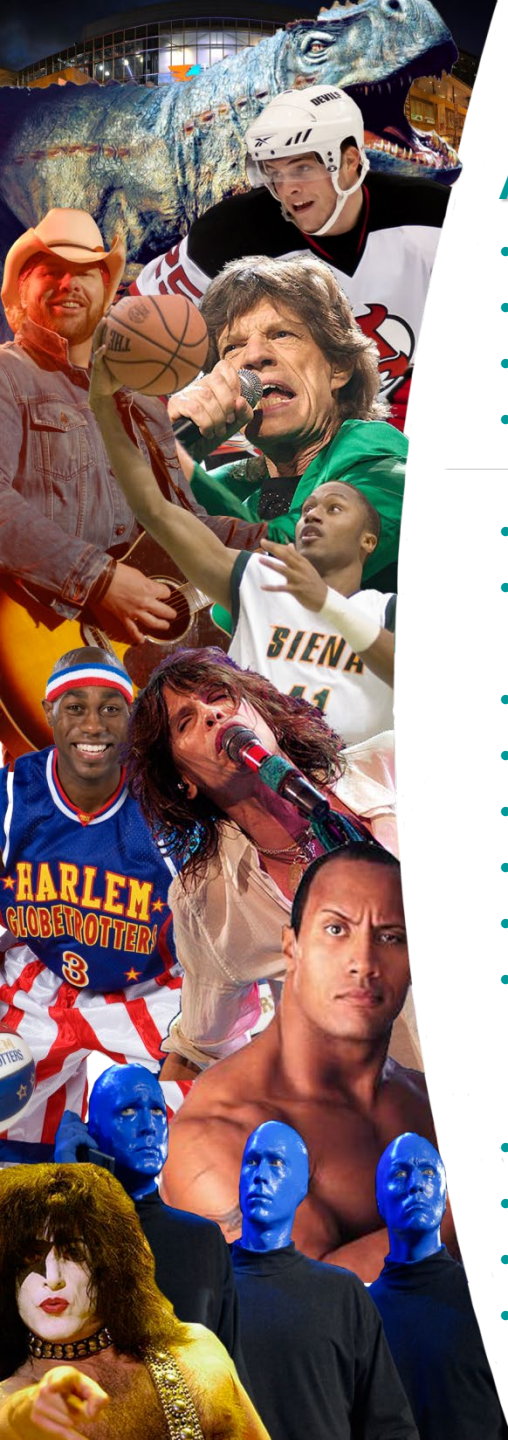




Albany... A Region On The Move!

Significant developments have been completed in the Albany – Capital Region during the last 5 years including:

- Downtown Nightlife Is Buzzing After 5:00 P.M. – Many New Bars & Restaurants.
- Pedestrian Walkway Spanning over I-787 Links Riverfront to City.
- Summer Alive At Five Concerts – Draws Thousands to Riverfront Thursday Nights Throughout the Summer.
- World Famous Saratoga Race Track Draws Over 1 Million Fans To See the Horse Races.
- The Albany Capital Center, an 82,000 sq. ft. convention was constructed behind the Times Union Center and is attached to the arena via a covered, temperature controlled walkway.
- Many High-Tech Businesses Relocating To Albany Region As Part Of The Tech Valley Initiative.



TIMES UNION CENTER

Upstate New York's Premier Sports & Entertainment Facility **ARENA**

- 17,500 seats
- Ranked #9 Mid-Atlantic Top Spot by Venues Today.
- Diverse array of events appealing to all ages.
- Recipient of 1999, 2002, 2004, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 "Prime Site" awards for arenas.
- 1992 & 2001 NCAA Division I Men's Ice Hockey Frozen Four.
- 1994, 1996, 1998, 2000, 2004, 2006, 2008, 2010, 2016, 2021 NCAA Ice Hockey East Regional.
- 1995 NCAA Division I Men's Basketball 1st & 2nd Rounds
- 2002 NCAA Wrestling Championship
- 2003 NCAA Division I Men's Basketball East Regional
- 2015, 2018, 2019 NCAA Division I Women's Basketball East Regional
- SMG Building of the Year – 1997, 1999 & 2000
- Home of the Metro Atlantic Athletic Conference (MAAC) Basketball Men's & Women's Championships 1990-1996, 1998, 2000, 2002, 2004, 2006, 2008 – 2010, & 2015-2017.
- Home of the ECAC Hockey League Ice Hockey Championship 2003-2010.
- Home of NAL – Albany Empire
- Home of Siena College – Men's Basketball
- Home of the NLL – Albany Firewolves



Times Union Center hosts an Average of 120 events annually!

-2018 Total Attendance: 536,189

-2019 Total Attendance: 589,471





NEARLY A HALF MILLION PEOPLE ANNUALLY !

- Concerts (Paul McCartney, Rolling Stones, Justin Timberlake, Bruno Mars & More)
- Entertainment (Stars On Ice, WWE, Rodeo, Cirque du Soleil)
- Family Shows (Disney, Marvel, Globetrotters, RBBB Circus)
- Albany Firewolves Indoor Lacrosse (Regular Season and potential playoffs)
- Albany Empire Arena Football (Regular Season and potential playoffs)
- Sporting Events (NCAA Hockey/Basketball, MAAC Championships, NBA Pre-Season games, NHL Pre-Season games)
- Siena Basketball (Men's regular and post season)
- Motorsports (Monster Trucks, Arenacross)
- Consumer Shows (Home, Electronics, Car Shows)
- Trade Shows (Business Expo, Manufacturing, Biotechnology)
- Meetings & Banquets (Local, State, and Regional)



ASSOCIATED ADVERTISING

The arena marketing department places advertising for our home teams, a majority of the Family Shows, some concerts and other events in addition to the advertising that is placed by a variety of promoters that come into the building. Collectively, these entities place approximately **2 MILLION DOLLARS** in advertising in local and regional media outlets.

PRINT – 10% of total advertising budget

RADIO – 20% of total advertising budget

TELEVISION – 50% of total advertising budget

OUTDOOR – 5% of total advertising budget

ONLINE – 15% of total advertising budget

Of the estimated 2.7 million, Times Union Center's Marketing department placed approximately \$504,000.



Where Can You Find Times Union Center's Name and Logo

- **Emails sent out to ticket buyers – Approximately 21.5 million hits**
(minimum of 2 emails per week sent annually to 238,000 people)
- **Social Media – Facebook** (over 41,000 likes), **Twitter** (over 10,000 followers), **Instagram** (over 5,200 followers), **Snapchat, YouTube, LinkedIn & Google+**
- **Arena web page – Approximately 52 million hits annually**
- **Marquee on South Pearl Street – 5.4 million hits annually*** (15,000 cars drive by arena daily)
- **Signage on Thruway – 36 million hits annually*** (98,400 cars drive by Arena signage daily)
- **Signage on 787 – 5.4 million hits annually*** (102,808 cars use 787 daily)
- **Billboards and Bustails**
- **Trade Publications – Pollstar, Billboard, Facilities Management, Venues Today**
- **Home Team web pages, media guides and advertising**
- **Arena collateral materials**
- **All ticket stock, print at home tickets and ticket envelopes**
- **All event advertising-**
 - Print – approximately 14 million hits annually
 - Radio – approximately 78 million hits annually
 - Television – approximately 68 million hits annually

Approximate total annual hits = 303 million

(Consumers in the Capital Region see the arena name or logo, or hear the name approximately 303 million times annually)

*All transportation numbers are based on daily averages provided by D.O.T.

- All numbers are estimated and based on averages.





TELEVISION EXPOSURE

In the last 5 years of operation, **OVER 25 MILLION** television viewers around the country have had an opportunity to tune in to events held at Times Union Center including:

- Local and Regional Television News Broadcasts
- Regional Broadcast of hockey, and college basketball games.
- National Network Broadcasts – NCAA Events, NBA Pre-Season, MAAC Championships
- Entertainment Magazine Networks – Concert Connection
- World Wrestling Entertainment



ASSOCIATED WEB LINKS

Corporate Partners:

pollstar.com
ticketmaster.com
Pamal.com
Albany.iheartmedia.com
magiccity.com
asmglobal.com
albanyempirenal.com

billboard.com
albany.org
aeglive.com
maacsports.com
eliteentertainment.com
sienasaints.com
albanyfirewolves.com

PLUS... an endless array of event & artist fan club sites:

neildiamond.com
fleetwoodmac.com
starsonice.com
wwe.com
musictoday.com

cyclecitypromotions.com
disneyonice.com
harlemglobetrotters.com
feldinc.com

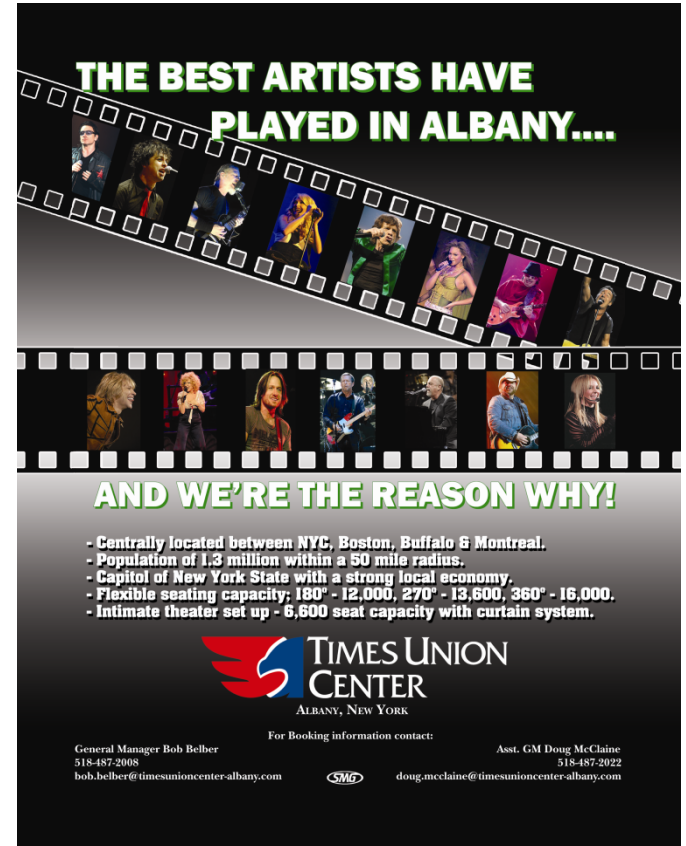
COLLATERAL MATERIALS



Sales Pieces



Event Posters



National Trade Ads





PARTNERSHIP BENEFITS -

Facility Operations

- Facility Name
- Telephone Welcome Announcement & Information Line
- Web Site / Social Media
- Yellow Pages
- National & Local Directories
- Press Releases and Media Kits
- Stationary
- Brochures and Collateral Materials
- Ticket Stock
- Ticket Envelopes
- Business Cards
- Merchandise
- Staff Uniforms
- Event Advertising and Collateral Materials
- Licensing
- Publicity
- Promotional Opportunities

PARTNERSHIP BENEFITS -

Exterior Signage

- Primary Facility Electronic Marquee - “Gateway To Albany”
- South Pearl Street Main Entrance – Back-lit Naming Rights Logo Placement on the exterior of the building facing South Pearl Street.
- Back-lit Fascia On Back Exterior Wall Of Arena Facing Empire State Plaza
- Box Office Marquee
- Banners on South Pearl Street
- Facility Name Signs-
 - New York State Thruway Headed East and West Prior to Exit 23
 - I-787 Naming Rights – Facility Signs With Exit Info
 - Numerous Way Finding Signs For Directions & Parking
- Highway and Street Signage
- Parking Lots
- All other exterior name signage



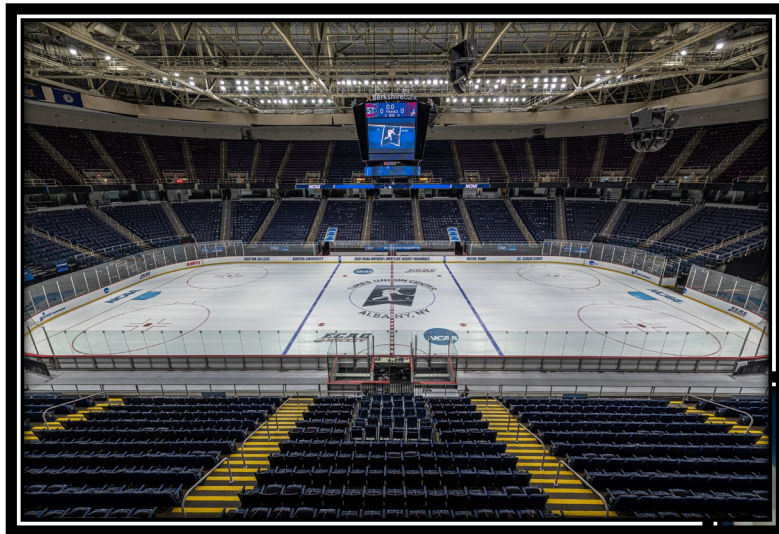




PARTNERSHIP BENEFITS -

Interior Signage

- Center Hung Scoreboard (4 panels)
- Basketball Court
- On-Ice Logo
- On Field Logo
- Box Office Lobby (kiosk/signage to be created)
- Facility Press Backdrop
- Standard Podium Signage
- Concourse backlit signs
- LED Ribbon boards





PARTNERSHIP BENEFITS -

Arena Access and Hospitality

- Complimentary use of facility room for Pre or Post event entertaining at five (5) mutually agreed upon events. Catering and special furnishings at an additional cost.
- Twenty five (25) tickets for purchase for all Times Union Center events for cross promotion, customer entertainment or employee incentives (certain restrictions may apply).
- Four (4) tickets to all Albany Empire games (Optional).
- Four (4) tickets to all Albany Firewolves games (Optional).
- Four (4) tickets to all Siena College Men's Basketball games (Optional).



PARTNERSHIP BENEFITS -

Electronic Advertising

— Customizable messages and video spots to promote your business, announce special products and promotions, and capitalize on awards in a fast paced environment.

- Outdoor Video Boards
- LED Ribbon Boards and Video Scoreboard Lower Ring
- Concourse, Restrooms, VIP Lounge and Press Room TV System
- Center Hung Scoreboard



PARTNERSHIP COMMITMENT

Term: To Be Negotiated

Minimum Annual Cash Payment - To Be Negotiated

Bidder Must Also Show How Their Company

Can Provide Added-Value Additional Marketing

Benefits That Will Help Market The Arena And

It's Events. Any Other Contributions (Optional)

*Note that the "hardware" or physical structures (sign boxes, scoreboard, marquees, wiring, and maintenance) are included in this fee. The cost for artwork, production, and installation costs of the sign faces are the responsibility of the advertiser.

Negotiations for this naming rights opportunity is being done by ASM Global.



NAMING RIGHTS...

Instant and Lasting Name Recognition!



COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NAMING RIGHTS OF THE ALBANY COUNTY ARENA
RFP Number: 2021-071

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal 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 Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer 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 acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer 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 Proposer deems necessary;

- (c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer 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 Proposal:
 - (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”)
- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____
- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NAMING RIGHTS OF THE ALBANY COUNTY ARENA
RFP Number: 2021-071

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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 PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, 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 _____, 20____, 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 _____, 20____, 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

| | | | |
|---|--------------|--|-----------------------|
| <p>1. VENDOR IS:</p> <p><input type="checkbox"/> PRIME CONTRACTOR</p> | | | |
| <p>2. VENDOR’S LEGAL BUSINESS NAME</p> | | <p>3. IDENTIFICATION NUMBERS</p> <p>a) FEIN #</p> <p>b) DUNS #</p> | |
| <p>4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:</p> | | <p>5. WEBSITE ADDRESS (if applicable)</p> | |
| <p>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</p> | | <p>7. TELEPHONE NUMBER</p> | <p>8. FAX NUMBER</p> |
| <p>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i></p> | | <p>10. TELEPHONE NUMBER</p> | <p>11. FAX NUMBER</p> |
| <p>12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</p> <p>Name</p> <p>Title</p> <p>Telephone Number</p> <p>Fax Number</p> <p>e-mail</p> | | | |
| <p>13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.</p> | | | |
| <p>a) NAME</p> | <p>TITLE</p> | <p>b) NAME</p> | <p>TITLE</p> |
| <p>c) NAME</p> | <p>TITLE</p> | <p>d) NAME</p> | <p>TITLE</p> |

| | | | |
|--|--|--|--|
| | | | |
| <p>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.</p> | | | |
| <p>14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS <input type="checkbox"/> YES <div style="text-align: center;">No</div> 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.</p> | | | |
| <p>15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p>a) An elected or appointed public official or officer? Yes No</p> <p style="text-align: center;"><i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i></p> </div> <div style="width: 35%; text-align: right;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div> <p>b) An officer of any political party organization in Albany County, whether paid or unpaid? Yes No</p> <p style="text-align: center;"><i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i></p> | | | |

| | |
|--|----|
| | No |
| <p>16. 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), AFFLITIAE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p>a) 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> </div> <div style="width: 35%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> </div> </div> | |

| | | | |
|-----|--|------------------------------|-----------------------------|
| | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) | been indicted, convicted, received a judgment against them or a grant of immunity for any businessrelated 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? | | |
| c) | been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | 1. federal, state or local health laws, rules or regulations. | | |
| 17. | IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES H HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? 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." | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 18. | DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: | | |
| | a) file returns or pay any applicable federal, state or city taxes? 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | c) Property Tax Indicate the years the vendor failed to file. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 19. | HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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 OR THE DATE OF FILING? 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 20. | 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. | <input type="checkbox"/> Yes | <input 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

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

State of:)
) ss:
 County of:)

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

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

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #1

October 14, 2021

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 14th day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Section 2: Receipt of Proposals shall now read as: Proposals must be received no later than 4:30P.M on Monday November 1, 2021.

End of Addendum #1

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #2

October 14, 2021

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 14th day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Original proposal documents are posted on the the Empire State Bid System website at <http://www.empirestatebidsystem.com>

End of Addendum #2

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #3

October 20, 2021

The following Addendum No. 3 consisting of three (3) pages (including this cover page) is hereby issued on the 20th day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM#1: Regarding the three name changeover documents provided (Name Change on Uniforms, Re-Naming Tickets/Printed Items/Check/Website and Re-Naming Additional Expenses), which, if any of these costs, will be assumed by the Sponsor?

Answer: All of the listed items will have to receive a rebranding with the new naming rights partner's logo or name. The cost of changing the rebranding on these items is the sole responsibility of the bidding entity/new naming rights partner. Note: for those items listed that relate to letterhead, checks and stationary items, the quantity of the order will be enough to operate with for the initial six month period following the rebranding. Thereafter, these items will be produced as an operating cost and paid by the arena.

ITEM#2: For Resume portion of Section II in the proposal (on page RFP6): can we do photo, a short bio, role on the team, years w/ Bank?

Answer: Yes.

ITEM#3: Should the statement of qualifications in Section 3 (on page RFP2) be a separate document from the proposal

Answer: Section 3 Qualifications of Proposer shall be submitted in the format as described in Section 7 Proposal submission.

ITEM#4: Can the proposal be submitted as a Powerpoint Presentation including graphics and photographs?

Answer: All proposals shall be submitted in accordance with Section 2 Receipt of Proposals, Five (5) hard copies and (1) electronic copy on CD or Flash Drive. In order for the County to conduct a uniform review process, the proposals shall be submitted as described in Section 7 Proposal Submissions. Any additional information may be included as long as the original requirements are met.

ITEM#5: Will the Arena be moving to mobile ticketing instead of paper ticketing anytime soon, and how will that reflect naming rights?

Answer: The arena already has mobile/digital ticketing being used. All tickets whether digital or printed will have the name of the facility on them.

ITEM#6: What specifically are you looking for in the References section (Section III, on page RFP6). Do you want summaries of similar projects? Names, contact information, etc?

Answer: Proposers shall submit references for similar projects, if applicable.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #3

ITEM#7: Is the RFP submission date still the 30th?

Answer: As issued in Addendum#1 dated 10/21/2021 the due date has been extended to 4:30pm November 1, 2021

ITEM#8: The RFP requests a Dun & Bradstreet report. Are there other means we can provide in our response of financial stability?

Answer: A Dun & Bradstreet report is pretty standard as it relates to companies being able to show that they are financially stable and have solid credentials to operate. Perhaps you could widen the sentence in the RFP to say “or a report from a comparable reputable reporting agency that clearly shows the integrity of the business”.

End of Addendum #3

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #4

October 21, 2021

The following Addendum No. 4 consisting of two (2) pages (including this cover page) is hereby issued on the 21st day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #4

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM#1: Can you please share what the current digital marketing strategy is?

Answer: Currently the Times Union Center utilizes digital marketing in both paid and unpaid avenues via email and social media platforms. With over 300,000 subscribers to our email database, we send a monthly newsletter at the beginning of every month that highlights each event coming in that month. In addition, newsletters are sent throughout the month that feature an upcoming event, special offers, presales, and know before you go emails. Social media is a major part of our digital landscape. We utilize social media as way to stay relevant, keep the public informed, and stay active in the community. General posts are done on a regular basis highlighting current events in the world, things we are doing in the community, national days, etc. We also utilize posts to inform the public on upcoming events, pre-sales, discount offers, contests, know before you go information, and general news worth things happening in the arena. Paid digital campaigns are done in conjunction with shows. In most cases, these are paid Facebook/Instagram ads, however we will also do boosted posts and paid tweets depending on the show. We will also conduct ad campaigns via SEO, Google Ad Words, and Retargeting on a show-by-show basis.

End of Addendum #4

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #5

October 22, 2021

The following Addendum No. 5 consisting of three (3) pages (including this cover page) is hereby issued on the 22nd day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY
RFP#2021-071
NAMING RIGHTS OF THE ALBANY COUNTY ARENA
ADDENDUM #5

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM#1: Will hand-delivered proposal packages be accepted?

Answer: Yes.

ITEM#2: Will a Finalist meeting be granted? If so, approximately when?

Answer: If Albany County and SMG have questions about the proposer's bid which is being considered for the award Albany County Purchasing will contact the proposer with such questions.

ITEM#3: When will the County be making a final decision?

Answer: A recommendation will be presented to the Public Works Committee of the Albany County Legislature during the last week of November, 2021. The full legislature would then be expected to vote on the recommendation in their December meeting

ITEM#4: Will the County consider granting an extension on the due date of an additional two (2) weeks to a new due date of November 15, 2021?

Answer: In order to allow the County to move forward with a contract by year's end, the response date will need to remain as is currently set forth in the RFP Addendum#1, in order to meet the Legislative Approval deadline of November 3, 2021.

ITEM#5: Will the County agree to add the Awardee as an Additional Insured to their General Liability insurance policy?

Answer: No. However, SMG requires pursuant to its license agreement with promoters and event producers that rent the arena, to include the naming rights partner as an additional insured party on the promoter's insurance, which also co-names the arena.

ITEM#6: Pursuant to Section 15.2.(b) - Does the County absolutely require 30 days advance written notice of any potential change in insurance if the awardee agrees to maintain the same or better level of coverage with a A-rated carrier with no lapse in coverage?

Answer: Yes, this would be acceptable.

ITEM#7: Once our Intent to Bid is submitted are we permitted to partner with another potential bidder in an effort to present to the County a co-sponsored proposal?

Answer: Yes, proposers will have the right to co-propose with another entity providing that both entities are identified at the time of submission

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #5

ITEM#8: The indemnification section (11.1) is overly broad. Can this be tailored to reference “in connection with the performance of the naming rights contract”?

Answer: Yes

ITEM#9: Example of potentially confusing language is reference to Contractor, where other sections refer to Sponsor or Proposer or Bidder. The distinction generally seems to be in relation to pre- and post-contracting. Please clarify definitions being used in the RFP.

Answer: To clarify, any reference to Contractor, Sponsor, Proposer or Bidder shall be considered the Proposer.

ITEM#10: Please confirm specific FOIL requirements.

Answer: It should be understood that the naming rights agreement that will be signed between the Proposer, Albany County and SMG will be considered a public document and therefore shall be subject to FOIL.

End of Addendum #5

COUNTY OF ALBANY

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP#2021-071

ADDENDUM #6

October 29, 2021

The following Addendum No. 6 consisting of two (2) pages (including this cover page) is hereby issued on the 29th day of October 2021, in connection with the Request for Proposals #2021-071 Naming Rights of the Albany County Arena as requested by the Albany County Executive.

COUNTY OF ALBANY

RFP#2021-071

NAMING RIGHTS OF THE ALBANY COUNTY ARENA

ADDENDUM #6

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM#1: Which Dun and Bradstreet report do we need to purchase?

Answer: The business information report is what we are looking to receive.

End of Addendum #6