

Request for Contract Approval	
Contract #	2025-2989
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/28/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Ryder Sports & Entertainment / FPI Mechanical Inc
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 12 @ MVP Arena
Budget Line Item	A27128-02451
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

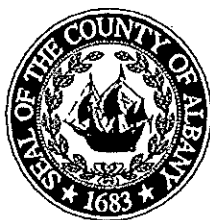
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: July 22, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 12 –
RYDER SPORTS & ENTERTAINMENT GROUP
FPI MECHANICAL, INC.

Please see the Request for Legislative Action for the renewal of the Suite # 12 – RYDER SPORTS & ENTERTAINMENT GROUP & FPI MECHANICAL, INC lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028. The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This suite was occupied in the past by FPI Mechanical and NYSCOPBA. We received a letter from NYSCOPBA that authorizes James Miller, who is an employee of NYSCOPBA to take over the use of (8) Suite suites for all events presented in the MVP during the term of the lease. Each suite holder has also paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



LETTER OF INTENT

BY

FPI MECHANICAL

FOR CORPORATE SUITE #12

(This suite is shared with RYDER SPORTS & ENTERTAINMENT GROUP)

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #12 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$27,250.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Eight (8) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Eight (8) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to eight (8) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
FPI MECHANICAL
Suite #12
Page 2

Date: 6/2/25

Signature: 

Name (Print): John Roberts

Title: CFO



LETTER OF INTENT

BY

RYDER SPORTS & ENTERTAINMENT GROUP

**FOR CORPORATE SUITE #12
(This suite is shared with FPI MECHANICAL)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #12 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$27,250.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Eight (8) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Eight (8) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to eight (8) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
RYDER SPORTS & ENTERTAINMENT GROUP
Suite #12
Page 2

Date: 6/18/25

Signature: 

Name (Print): JAMES MILLER

Title: DIRECTOR

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
NEW YORK STATE CORRECTION OFFICERS AND
POLICE BENEVOLENT ASSOCIATION

Lease Authorization: Resolution No.: 197 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and New York State Correction Officers and Police Benevolent Association with offices located at 102 Hackett Boulevard, Albany, New York 12209 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 196 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 19 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FIFTY FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$55,250.00) for payments made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before September 1, 2023.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as

the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to

any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed

for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such

assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	NYSCOPBA
Department of Law	51 South Pearl Street	102 Hackett Boulevard
112 State Street, Rm. 600	Albany, New York 12207	Albany, New York 12209
Albany, New York 12207		

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.
B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense,

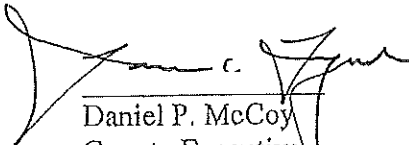
defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

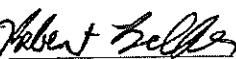
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

SMG

NYSCOPBA


Daniel P. McCoy
County Executive
or, Daniel C. Lynch


Robert H. Belber
G. M.


FRANK BILBO
TREASURER

Dated: 12/12/2023

Dated: 12/6/23

Dated: 1/27/23

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

On the ____ day of _____, 2022, 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 12 day of DECEMBER, 2022, 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

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

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

On the 6 day of DECEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the 20th day of January, 2022, before me, the undersigned, a notary public in and for the state, personally appeared FRANK GILBO, 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 whose behalf the individual acted, executed the instrument.

SHARON M. SMITH
Notary Public in the State of New York
Qualified in Rensselaer Co. No. D1SM4838568
Commission Expires February 28, 2026

Sharon M. Smith
NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 19
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

RESOLUTION NO. 205

AMENDING RESOLUTION NO. 197 FOR 2022 REGARDING CORPORATE SUITE NO. 12 AT THE MVP ARENA

Introduced: 6/12/23

By Public Works Committee:

WHEREAS, By Resolution No. 197 for 2022, this Honorable Body authorized a three-year lease agreement with New York State Correction Officers and Police Benevolent Association, Inc. (NYSCOPBA) for Corporate Suite No. 19 at the MVP Arena in the amount of \$97,750 for a term commencing September 1, 2022 and ending August 31, 2025, and

WHEREAS, The General Manager of the MVP Arena has indicated that he was notified by the former suite holder that it would not be renewing its lease of Suite No. 12, and NYSCOPBA was first on the list of suite holders that requested to move to a better suite location if it were to become available, and

WHEREAS, The General Manager has requested authorization to amend the aforementioned lease agreement with NYSCOPBA to indicate Suite No. 12 at the MVP Arena rather than Suite No. 19, at the same rental rates and term, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 197 for 2022 is hereby amended to indicate Suite No. 12 at the MVP Arena, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate Albany County Officials.

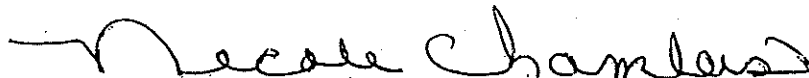
Adopted by unanimous vote – 6/12/23

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of June, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 13th day of June, 2023.


Clerk, Albany County Legislature

**AMENDMENT TO CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY AND NEW YORK STATE CORRECTION
OFFICERS AND POLICE BENEVOLENT ASSOCIATION, INC. PURSUANT TO
RESOLUTION NO. 205 FOR 2023 AMENDING THE DULY EXECUTED
AGREEMENT BETWEEN THE PARTIES PURSUANT TO RESOLUTION NO. 197
FOR 2022**

This is an Amendment of an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP ARENA, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and New York State Correction Officers and Police Benevolent Association with offices located at 102 Hackett Boulevard, Albany, New York 12209 (hereinafter referred to as "Suiteholder" or "NYSCOPBA").

It is hereby agreed between the County of Albany, SMG and NYSCOPBA, as follows:

1. That except as amended or revised by this Amendment, the original Agreement, for Lease of a Corporate Suite No. 19 at the MVP ARENA that was fully executed by and between the parties hereto, shall remain in full force and effect. The original Agreement was adopted pursuant to Resolution No. 197 for 2022 and was amended pursuant to Resolution No. 205 for 2023.
2. That NYSCOPBA has expressed an interest in relocating to another corporate suite.
3. That Article 1 of the original Agreement is amended to reflect that the County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 12 for Suiteholder's use during the lease term.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT to the Agreement on the dates set forth.

COUNTY OF ALBANY

DATED: 12/12/2023

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

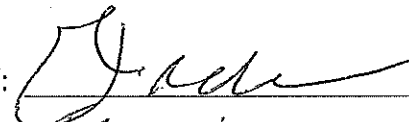
SMG

DATED: 12/6/23

BY: 
Robert Belber
General Manager

NYSCOPBA

DATED: 12/6/23

BY: 
FRANK LOMBARD
TREASURER

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

On the ____ day of _____, 20__ before me, the undersigned, 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 within instrument and acknowledged to me that he executed the same in his capacity, and that by his 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 12th day of December, 2023 before me, the undersigned, 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 within instrument and acknowledged to me that he executed the same in his capacity, and that by his 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
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 6 day of DECEMBER, 2023 before me, the undersigned, 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 within instrument and acknowledged to me that he executed the same in his capacity, and that by his 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. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

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

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Request for Contract Approval	
Contract #	2025-2990
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/28/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Dazzler Inc
Estimated Amount	\$126,350.00
Estimated Term	10/01/25-09/30/30
Scope of Services	Renting retail space in front of MVP Arena
Budget Line Item	A27128-02451
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

To: Honorable Albany County Executive – Daniel P. McCoy
Hon. Joanne Cunningham, Chairwoman - Albany County Legislature
Honorable Members of the CAB Committee – Albany County Legislature

Date: July 10, 2025

Re: REQUEST FOR APPROVAL OF RETAIL SPACE / LEASE – (FORMER SPACE USED BY
ENTERPRISE RENTAL CAR LOCATED IN FRONT OF MVP ARENA)
For Use By: NITSUA –
(JAPANESE & KOREAN MINI BOUTIQUE) – A DISTINCTIVE JAPANESE AND KOREAN FOOD &
LIFESTYLE MINI BOUTIQUE AND OPERATED BY DAZZLER INC. 51 SOUTH PEARL STREET,
ALBANY NY 12207.

Please see the Request For Legislative Action for the approval to enter into a lease with Dazzler Inc., which will operate a take-out Japanese & Korean Restaurant within the retail space located in front of the MVP Arena where Enterprise Rental Car used to have an store. There is 1,330 square feet of space in this location. Dazzler Inc. will pay \$17 per square foot for rent plus \$2 per square foot for common area maintenance. The total amount of rent will be based on $1,330 \times \$19 = \$25,270$. The monthly rent will be \$2,105.83.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

Subject: Letter of Interest
- Commercial Lease for NITSUA (Japanese & Korean Mini Boutique)

July 1st, 2025

Dear Sir or Madam,

I am writing to formally express my interest in leasing the commercial space located at **51 S Pearl Street, Albany, NY 12207**, which we believe is ideally suited for the expansion of **NITSUA**—a distinctive Japanese and Korean Food & Lifestyle Mini Boutique operated by **Dazzler Inc.**

Since our launch in 2024, NITSUA has successfully participated in over 70 official New York State events as a registered vendor at the Empire State Plaza, including Hannaford Kids Expo, Healthy Living Expo, farmers markets, and state-sponsored cultural festivals. Our boutique concept combines specialty food, high-demand grocery items, and curated lifestyle products with a contemporary retail experience. When space, permitting, and staffing allow, our storefront at 51 S Pearl St will feature:

- **Quick bites:** onigiri, futomaki, sandwiches and fresh salads
- **Packaged snacks & treats:** imported from Japan and Korea
- **Exotic desserts:** mochi, pastries, cakes, and premium ice creams
- **Beverages:** coffee, tea, sake, rice wine, beer, specialty drinks
- **Take-home meal kits:** karaage, bulgogi, kimchi and other seasonal dishes
- **Lifestyle goods & souvenirs:** accessories, ceramics, seasonal gift items

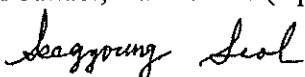
We believe that the location, situated in the heart of downtown Albany with strong foot traffic and proximity to NYS offices, aligns perfectly with our mission to establish a vibrant cultural and culinary destination. Our growing customer base includes NYS employees, local professionals, families, and tourists. Our presence at high-visibility state events has created strong brand awareness and increasing demand for a permanent location.

NITSUA offers a **scalable and proven retail model** supported by robust partnerships with major importers, distributors, and direct sourcing channels in Japan and Korea. We are also an **authorized Amazon and Walmart reseller**, further ensuring access to diverse inventory.

We would welcome the opportunity to discuss lease terms, share our full business plan, and present our storefront concept. Our team is committed to creating an inclusive, community-focused retail experience that enhances the neighborhood and contributes to the local economy.

Thank you for considering our interest in your property. I look forward to hearing from you soon.

Sincerely,
Seegyoung Seol, Ph.D.
Founder, Dazzler Inc (Operator of NITSUA)



Subject: Lease Application

July 1st, 2025

To whom it may concern:

I am writing to formally express my strong interest in leasing the commercial property located at **51 S Pearl Street**, in the heart of downtown Albany, as the next step in developing and expanding **NITSUA**—a Japanese and Korean food and lifestyle mini boutique operated by **Dazzler Inc.**

Since our launch in 2024, NITSUA has been actively engaged as a registered New York State vendor at **Empire State Plaza**, participating in over **70 official NYS events and markets**, including the **Hannaford Kids Expo**, **Black Arts & Cultural Festival**, **Hispanic Heritage Celebration**, **Holiday Markets**, and many more. Our presence has steadily grown, and we now proudly represent both **Japanese and Korean cultures** at signature events such as the **NYS Lunar New Year Celebration** and the **Festival of Nations (FON)**.

Each event is thoughtfully curated, with products tailored to the event's theme—from traditional foods and crafts to wellness goods and seasonal décor. We focus not only on cultural richness, but also accessibility—offering premium products at below-market prices to ensure that **local residents, NYS employees, and visitors** alike can experience the beauty and excellence of Japanese and Korean culture. As a result, NITSUA has become a **recognizable and trusted presence** at the Plaza and throughout the Capital Region.

As part of this lease application, I am including the following materials for your review:

- **Introduction to NITSUA**, outlining our mission, activities, and accomplishments in promoting authentic cultural products and experiences from Japan and Korea
- **Company tax filings** dating back to our founding in 2019, demonstrating consistent operation and full compliance
- **My personal financial statement**, reflecting a strong and stable financial position to support both the lease and our planned business expansion
- **My professional resume**, highlighting my academic credentials and entrepreneurial experience, including my direct and ongoing role in building and growing NITSUA

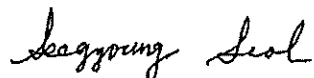
I believe this combination of **proven community engagement, operational reliability, and financial strength** makes NITSUA an ideal addition to the commercial landscape at 51 S Pearl Street.

To further support this application, a **reference letter** from the **Events Coordinator at Empire State Plaza**, who has directly observed our professionalism and evolution over time, will be submitted by **July 8th**.

In addition, to reaffirm my long-term commitment to this business and community, I have recently applied for **U.S. citizenship**—a personal and professional milestone that reflects my dedication to contributing meaningfully to the local economy and civic life through culture-centered entrepreneurship.

Thank you for considering my application. I would be honored to bring the spirit, energy, and cultural value of NITSUA to 51 S Pearl Street, and I look forward to the opportunity to discuss how this location could support our next chapter of growth.

Warm regards,
Seegyoung Seol, Ph.D.
Founder, NITSUA/Dazzler Inc
info@dazzlerinc.com
917-971-3010

A handwritten signature in cursive script that reads "Seegyoung Seol".

Seegyoung Seol, Ph.D.

EDUCATION

Aug 2000 – Jul 2005, Doctor of Philosophy, Computer Science
Rensselaer Polytechnic Institute, Troy, NY, U.S.A., GPA 3.9

Mar 1995 – Aug 1997, Master of Science, Computer Engineering
Ewha Womans University, Seoul, South Korea, GPA 4.0

Mar 1991 – Feb 1995, Bachelor of Science, Computer Science and Education (dual majors)
Ewha Womans University, Seoul, South Korea

VOCATIONAL TRAINING

Oct 2009 – Dec 2009, Sushi & Roll Specialist
Samsung Japanese Culinary Institute, Seoul, South Korea

May 2025, Café Startup & Barista Private Lessons
First Barista & Baking Academy (firstcoffee.co.kr), Gimpo, South Korea

Aug 2025 – TBD
Mobile Food Service (Certificate), SUNY Schenectady County Community College, Schenectady, NY, U.S.A.

PROFESSIONAL EXPERIENCE

Oct 2019 – Present, CEO
Dazzler Inc, W Sand Lake, NY, U.S.A.

Jul 2016 – Present, Senior Research Associate
Sep 2011 – Jun 2016, Research Associate
Jul 2009 – Aug 2011, Post Doctoral Research Associate
Aug 2005 – Nov 2005, Post Doctoral Research Associate
Aug 2001 – Jul 2005, Graduate Research Assistant
Rensselaer Polytechnic Institute, Troy, NY, U.S.A.

Apr 2006 – Feb 2009, Telecommunication Business, Senior Engineer
Samsung Electronics Co., Ltd. Suwon, South Korea

Jun 1997 – Jun 1998, Associate Engineer
Informix, Inc. (Sold to IBM in 2001), Seoul, South Korea

PUBLICATION

See Google Scholar <https://scholar.google.com/citations?hl=en&user=0AMZ6FcAAAAJ>

PATENT

Jun 2009, S. Seol and Y-S. Kim, Publication No. US 2009/0310599 A1

CERTIFICATE

Feb 1995, Teacher Certificate, Ministry of Education, South Korea
Nov 2023, Food Handler Training Certificate, State Food Safety, U.S.A.

AWARD

May 2025, Ewha People the Year, Ewha Womans University Alumni Association, Seoul, South Korea

PERSONAL FINANCIAL STATEMENT

As of [7/1/2025]

Personal Information

- Name: Seegyoung Seol

ASSETS

Description	Amount
Cash (checking/savings)	\$100,000
Marketable Securities (stocks, bonds, etc.)	\$0
Retirement Accounts (IRA, 401k, etc.)	\$400,000
Real Estate (market value)	\$1,300,000
Automobiles (current value)	\$0
Personal Property (jewelry, art, etc.)	\$200,000
Business Interests (if applicable)	\$0
Other Assets	\$110,000
Total Assets	\$2,110,000

LIABILITIES

Description	Amount
Mortgage Loans	\$0
Home Equity Loans	\$0
Auto Loans	\$0
Credit Card	\$10,000
Student Loans	\$0
Taxes Owed	\$0
Co-signed Loans	\$0
Pending Legal Claims	\$0
Other	\$0
Total Liabilities	\$10,000

NET WORTH

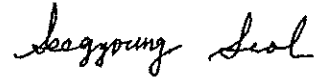
Total Assets – Total Liabilities = Net Worth

\$2,110,000 – \$10,000 = \$2,100,000

Declaration

I hereby declare that all marital assets, except for the primary residence, are excluded from this statement. I certify that the information provided herein is true and correct to the best of my knowledge and belief.

Seegyoung Seol

A handwritten signature in cursive script that reads "Seegyoung Seol".

Introduction to NITSUA Operated by Dazzler Inc

Albany, the capital city of New York State, serves as a hub for tens of thousands of NYS government employees and residents. At the heart of the city lies Empire State Plaza—a vibrant civic and cultural center that hosts a wide array of events, markets, and public celebrations throughout the year (See Figure 1). This venue, operated by the New York State Office of General Services, regularly welcomes local citizens, government officials, and visitors from across the state and beyond.

To promote cultural exchange and introduce the beauty and excellence of Japan and Korea to the broader public, our company, Dazzler Inc, launched **NITSUA: Japanese & Korean Food & Lifestyle Mini Boutique** and officially registered as a NYS vendor. NITSUA made its debut at the **2024 NYS Lunar New Year Celebration**, operating a Korean booth in collaboration with the Korean Association of Albany.



Don't miss out on All the Plaza signature events featuring iconic festivals such as the NYS 4th of July Celebration, the NYS Food Festival, and the annual holiday Santa Sale.

Please see the chart below for details on year-round opportunities and call your special event coordinator today. You can also follow us Online here: [Social Media Icons]

VENDOR OPPORTUNITIES at PLAZA

Explore vending opportunities for food, craft, and information vendors at the Empire State Plaza, the Capital Region's premier event venue in the heart of the Capital District community and at the seat of NYS Government.

- Affordable rates with various amenities included.
- Access to a large concentration of the New York State workforce.
- Year-round events offering a chance to establish a loyal customer base and repeat clients.
- Hospitality and support of a designated event coordinator.
- Access to the Plaza's convenient services and attractions.
- Large variety of culturally diverse events.

SPRING	SUMMER
Lockdown at the Campus	Black Arts & Cultural Festival
Lunchtime at the Plaza	Campus Craft Shows
Animal Appreciation Day	Capital Concert Series
Porch Fest	Kids Day
	NYS 4th of July Celebration
	NYS Food Festival

AUTUMN	WINTER
Plumfest	Black History Month
Harvest Fest	Community Holiday Sale
Healthy Living Expo	Santa Sale
Hispanic Heritage Celebration	Senior Holiday Sale
Hope & Harvest	St. Patrick's Day Celebration
Myrtle Fair	Kids Expo
Octoberfest	

Icons: INFORMATION, FOOD, MERCHANDISE, OUTDOORS, SIGNATURE EVENT

[Figure 1] Empire State Plaza Vendor Opportunity Notice

(Source: https://empirestateplaza.ny.gov/system/files/documents/2023/03/2023-vendor_opportunities.pdf)

One of the most notable annual events at Empire State Plaza is the **Festival of Nations (FON)**, which brings together members from over 30 countries to share cultural traditions, cuisine, and performances. Since 2023, NITSUA has proudly operated the Korean booth at FON on behalf of the Korean Association of Albany (See Figure 2).



[Figure 2] 2024 FON Korean Craft Booth

Recognizing a gap in the representation of Japanese culture at NYS events—due to the relatively small Japanese population in the capital region—NITSUA actively sought partnerships with various Japanese organizations, including the Japanese Association of New York and the University at Albany’s Japanese Student Association. Despite our outreach, formal collaborations have not yet materialized.

Nevertheless, with FON’s approval, NITSUA became the **first organization to introduce Japanese products and cultural items at FON in 2024**, marking a historic milestone in the festival’s 53-year history. We continued this initiative by incorporating Japanese items into our booth at the **2025 NYS Lunar New Year Celebration**, making it the **first time Japan was represented at that event**.

Since our founding in early 2024, NITSUA has participated in over **70 cultural and retail events** across the Empire State Plaza and other state-run venues. Some highlights include:

Selected Participation History

- **2024 Hannaford Kids Expo** – March 2, 2024
- **Campus Craft Shows @ Harriman State Campus** – May 9, June 13, July 18, August 22, September 12, 2024
- **AAPI Heritage Celebration @ Empire State Plaza** – May 22, 2024
- **Black Arts & Cultural Festival & Wellness Fair** – August 3, 2024
- **Hispanic Heritage Celebration** – September 14, 2024
- **Fall Festivals** – September 25, October 9, October 15, November 20, 2024
- **Diwali Festival of Light** – October 19, 2024 (See Figure 3)
- **Mystic Fair** – October 23–24, 2024
- **Healthy Living Expo** – November 6, 2024 (See Figure 4)
- **Holiday Market** – December 3–19, 2024 (multiple dates)
- **2025 NYS Lunar New Year Celebration** – January 29, 2025 (See Figure 5)
- **Black History Month Celebration** – February 5 & 19, 2025
- **Hannaford Kids Expo** – March 1, 2025
- **St. Patrick’s Day Celebration** – March 12, 2025
- **Polish Festival** – April 9, 2025

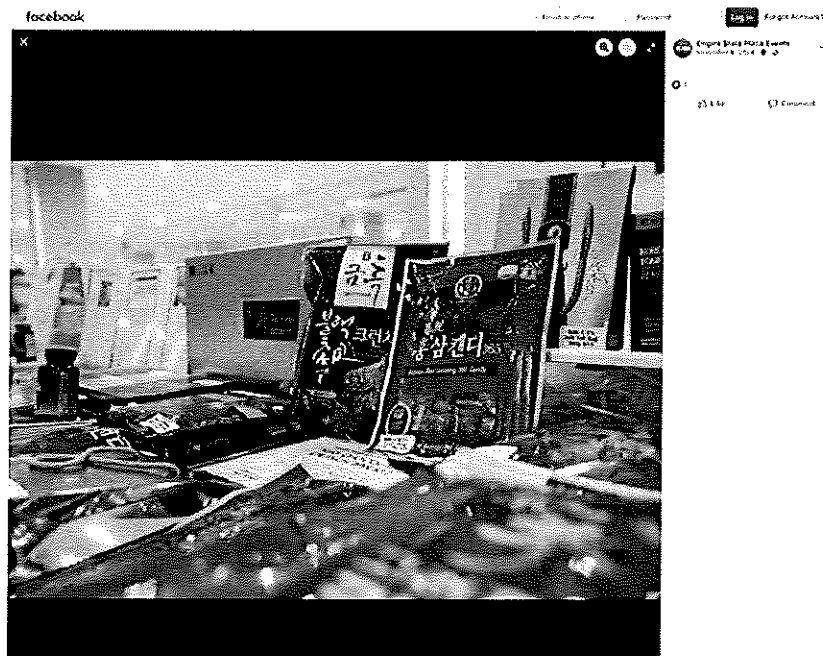
- **Pride Night** – June 11, 2025
- **Campus Craft Show** – June 12, 2025
- **Weekly Empire State Plaza Farmers Market** – Ongoing since October 2024

Upcoming Events Confirmed for Participation

- **2025 NYS July 4th Celebration** – July 4, 2025
 - **Campus Craft Shows @ Harriman State Campus** – July 17, August 21, September 18, 2025
-



[Figure 3] NYS Diwali Festival of Light Booth



[Figure 4] Empire State Plaza Facebook Page Posting Korean Ginseng Products



[Figure 5] Empire State Plaza Construction Notice
with Our Booth in the Background

At each event, we tailor our offerings to align with the theme and audience, curating an evolving selection of Japanese and Korean snacks, crafts, wellness items, seasonal décor, and other cultural goods. Most of our items are sold at **significantly reduced prices**, as we aim not for profit, but for **cultural access and well-being**.

We believe that the year-round presence of Japanese and Korean products, traditions, and values at public events has made a substantial impact in **broadening cultural awareness** in Albany and the greater NYS government community. Through these activities, NITSUA has become a familiar and beloved part of the Empire State Plaza ecosystem.

We welcome collaboration with public institutions, cultural associations, small businesses, and nonprofit organizations interested in fostering diversity, cultural appreciation, and public engagement. To learn more about our mission and offerings—or to inquire about collaboration—please reach out to us at info@dazzlerinc.com.

We look forward to continuing to build bridges between East Asia and the Capital Region of New York State.



**Office of
General Services**

KATHY HOCHUL
Governor
JEANETTE M. MOY
Commissioner

To Whom It May Concern,

My name is Nicholas DeBlois, I work as an events coordinator for the New York State Office of General Services (OGS), at the Empire State Plaza in downtown Albany. I am writing this letter to serve as a general recommendation for Ellen Seol with Dazzler Inc.

Ellen approached us a few years ago interested in joining special event retail programs happening at the Empire State Plaza. Our office coordinates a variety of events-year round which are open to local businesses to join up as vendors to sell their products at. From the beginning, Ellen was great to work with and was able to navigate our sign-up process with ease. The public and attendees at these events enjoyed the unique and interesting products Ellen and her team have offered at our different cultural and special events.

Last year, Ellen expressed interest in signing up as a vendor at our Farmers Market. The Plaza's Farmers Market has been running for over 40 years, and features NYS growers and producers. With Ellen working out of a commercial kitchen, her business has brought some unique and homemade take-home food products to the Plaza which our patrons have enjoyed. Ellen navigated the additional requirements needed to become eligible as a Market vendor at the Plaza very well, while building and evolving her business approach over time.

It's been a pleasure working with Ellen successfully for several years now and we look forward to continue to work together for the future.

Warm regards,

A handwritten signature in cursive script that reads "Nicholas DeBlois".

Nicholas DeBlois

Special Events Coordinator

Office of General Services | Convention & Cultural Events

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

1198

Dazzler Inc
POB 50211
Albany, New York 12205

SEFCU
700 Patroon Creek Blvd
Albany, New York 12206

29-7338/2213

7/15/2025

PAY TO THE ORDER OF MVP Arena

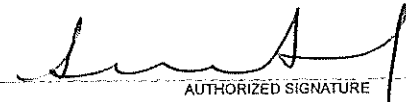
\$ ****3,000.00

Three Thousand + 00/100 ***** DOLLARS

MVP Arena
51 S Pearl St
Albany, NY 12207

MEMO Security Deposit




AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈001198⑈ ⑆221373383⑆1706898335⑈

Contract #: 2025-1044

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris],[Dennis Wood]

Contact Phone: 518-487-5435,518-655-7848

Vendor Info: LOCALITY MEDIA INC

Estimated Amount: 39950.00

Scope of Services: EMS Scheduling Software

Budget Line Item: A93110.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

DIGITAL SIGNATURE PAGE

Schedule A

1. RFP 2025-041
2. Date 4/9/2025
3. Vendor – First Due Responses
4. Three Year Term
5. Total Contract Cost NTE \$39,950.00



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dennis Wood
Commander

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 30, 2025

RE: RFP # 2025-041 EMS Scheduling Software

I am in receipt of your recommendation to award the aforementioned to First Due Response in the amount of \$39,950.00 for the term of 3 years.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of First Due Response.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

DATE: July 30, 2025
TO: Pamela O'Neill, Purchasing Agent
FROM: Dennis M. Wood, Commander
RE: RFP #2025-041 – EMS Scheduling Software

Reference is made to the above captioned regarding EMS scheduling software for Albany County Sheriff's EMS Division. A total of five proposals were submitted, reviewed and evaluated by the Administration of our Division. Upon completion we recommend contracting with First Due Response.

A handwritten signature in blue ink, appearing to read "D.M. Wood", written over a horizontal line.

Dennis M. Wood, Commander

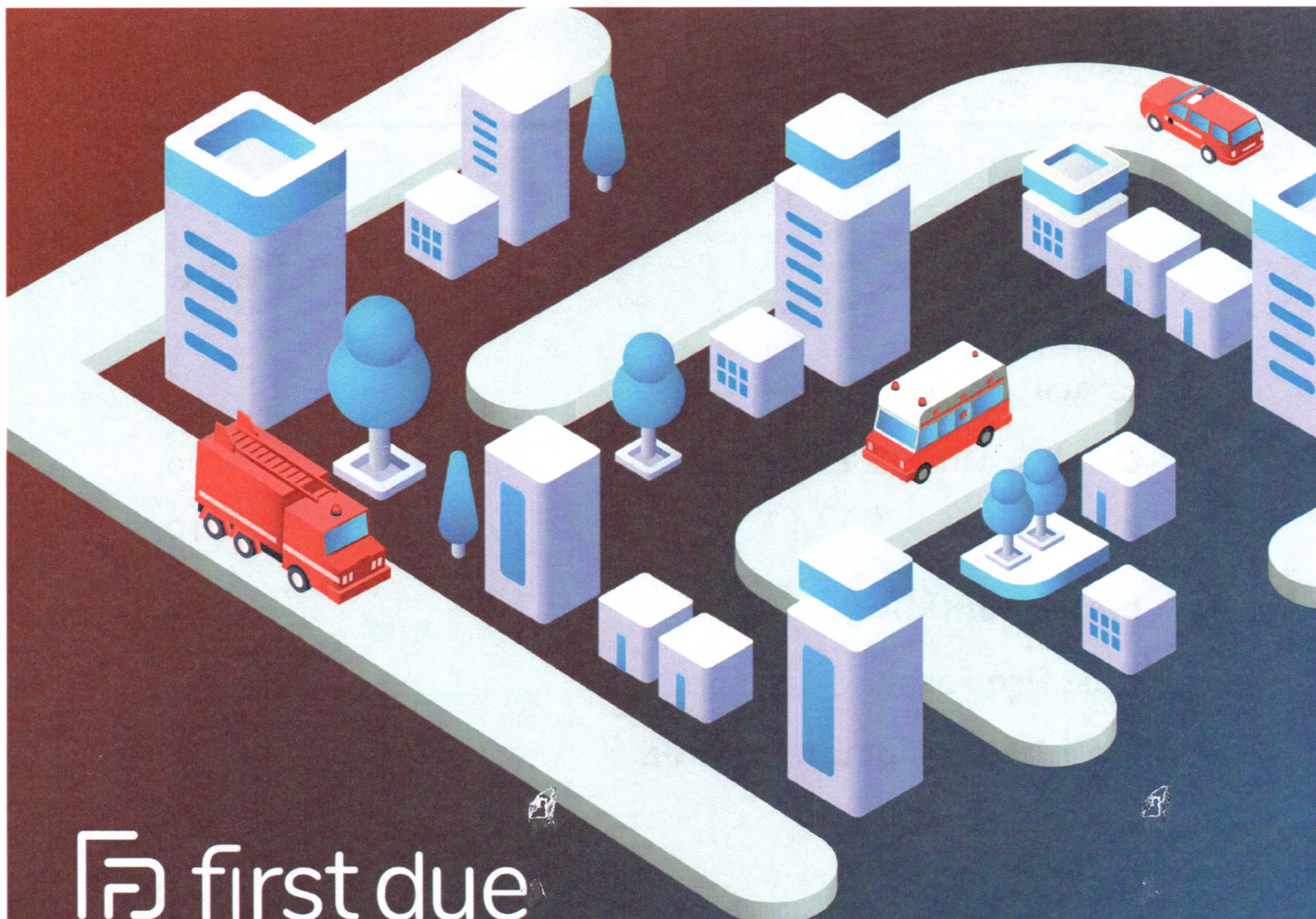
RFP #2025-041: EMS Scheduling Software

Proposal Rating Worksheet

Proposer: First Due Response

	Weight	D. Wood		N. Ruiz		T. Playford		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Integration with Zoll EMS Charts	20%	5	1	5	1	5	1		0
Must be able to use on PC and Mobile app	20%	4	0.8	4	0.8	4	0.8		0
Page/Notification system must work with all cell carriers	20%	5	1	5	1	5	1		0
Must comply to Albany County work week and work hours	20%	4	0.8	4	0.8	4	0.8		0
Must keep track and manage certifications for employees	20%	4	0.8	4	0.8	4	0.8		0
TOTALS:			4.4		4.4		4.4		0

NOTES: Does not indicate use with all cell carriers



 first due

County of Albany

RFP# 2025-041

EMS Scheduling Software

First Due Response



www.firstdue.com

Table of Contents

Section	Page
Executive Summary	3
Qualification & Experience	6
References	19
Implementation	21
Cost Proposal	39
Mandatory Documentation	45



Executive Summary

Executive Summary

First Due is pleased to submit this proposal to Albany County Sheriff's Office for our comprehensive EMS Scheduling Software solution. As a leading provider of public safety software, we understand the critical nature of emergency medical services operations and have designed our scheduling platform specifically to address the unique challenges faced by EMS agencies.

Our proposed solution directly addresses all requirements outlined in RFP #2025-041 with a robust, flexible platform that combines powerful scheduling capabilities with intuitive interfaces across both desktop and mobile environments. Built by first responders for first responders, our software streamlines administrative processes while ensuring optimal staffing levels and compliance with all regulatory requirements.

The First Due EMS Scheduling Software offers:

Complete Mobile and Desktop Integration: Our platform delivers a consistent, full-featured experience across all devices, allowing administrators and field personnel to manage schedules, receive notifications, and respond to staffing needs from anywhere.

Advanced Notification System: Our industry-leading paging system instantly alerts qualified staff to open shifts with customizable distribution based on seniority, certifications, and hours worked. The system tracks message receipt and acknowledgment across all major cellular carriers.

Comprehensive Compliance Management: The software automatically monitors staffing levels, tracks work hour limits, manages certification expirations, and maintains detailed system logs for complete accountability and regulatory compliance.

Zoll EMSCharts Integration: First Due has extensive experience integrating with various systems. This includes integrating Incident Response documentation with our Scheduling solution. Further scoping and discovery may be required for this integration.

Customizable Forms and Reporting: Administrators can easily create custom forms for equipment checks, vehicle maintenance, and other operational needs, with automated notifications and comprehensive reporting capabilities.

First Due's solution directly aligns with Albany County's evaluation criteria, meeting or exceeding expectations in all five key areas. Our commitment to customer success includes comprehensive implementation services, ongoing technical support, and regular software updates to ensure continued alignment with the evolving needs of the Albany County Sheriff's Office.



With successful implementations at similar EMS agencies nationwide, First Due brings proven experience and industry expertise to this partnership. Our references will attest to our exceptional service delivery and the tangible operational improvements achieved through our scheduling software.

We look forward to the opportunity to further discuss how First Due can support the Albany County Sheriff's Office in optimizing EMS scheduling operations and enhancing service delivery to the community.

Regards,

Andreas Huber, CEO



Qualifications & Experience

First Due History

First Due was founded in 2016 with a singular mission: to modernize and streamline public safety operations through innovative technology solutions.

Our company is a remote-first company, with an office located in Garden City, NY. We are a private coproation owned by our co-founders and partners. We have over 200 employees, primarily located in North America. **We now serve, in total, more than 2,700 clients throughout North America.**

First Due Experience

We have experience working in every state in the United States of America, as well as Canada. First Due is currently providing our Scheduling Software to over 1,000 agencies throughout North America. This customer base includes several enterprise level agencies such as large Fire Departments and Federal Agencies. Collectively, our employees have over 100 years of experience providing and implementing scheduling software solutions.

A few examples of our work include:

A Large Federal Agency (Can't name under NDA)

First Due began working with this Federal Agency in 2023. They needed to quickly transition to a new platform to manage several features that their Fire Departments and Fire Responders were using throughout North America. First Due was able to get over a dozen agencies up and running on our system in a matter of months. This included a scheduling and timekeeping system that now supports over 1,000 personnel.

El Paso Fire Department

First Due began working with El Paso late in 2023. They were looking to move over a dozen different unique types of functionalities their department had over to a new vendor. This included using our full Scheduling and Personnel management modules to manage over 1,000 total personnel, and over 100 vehicles and stations within the El Paso area.

E-Comm 911 (Vancouver, CA)

E-Comm 911 is a 911 service, dispatcher and personnel manager for over 800 employees in the Vancouver, BC, Canada region. First Due began the Implementation process with E-Comm in the past month, with the goal of transitioning their Scheduling and Personnel system, as well as several other key management modules, over to First Due.

For more examples of our work please visit our website:

<https://www.firstdue.com/customers>



First Due State of New York Experience

First Due has extensive experience working with agencies in the State of New York.

Company Qualifications

The First Due team has **extensive experience developing, implementing, and supporting software and technology projects for government agencies**. We now have over 2,700 customers and have been responsible for managing and integrating all our customers' First Due software.

We are a SOC1 and SOC2 certified organization, and our staff has several professional licenses and certifications. Across the team, we have experience with but not limited to:

- Project and program management
- Extensive experience with migrating data from legacy systems
- Integration with cloud and on-premises applications
- Integration with CADs, including Hexagon, Central Square, Motorola and more
- Complex customization and workflow
- Data analytics and reporting
- Scheduling software for over 1,000 public safety agencies
- Building cloud and native applications
- SaaS customer success best practices
- Security, encryption and redundancy practice and protocols
- HIPAA compliance and policies

Our staff have worked and had influential roles at Oracle, Computer Associates, ESO, Tyler Technologies, ImageTrend, Vector, Emergency Reporting and more. We bring extensive technical expertise from both general technology and fire software perspectives.



First Due Key Differentiators

First Due stands apart from traditional scheduling and timekeeping software providers in several crucial ways:

Modern Cloud-Native Architecture

- True cloud-native platform built from the ground up, not a legacy system retrofitted for the cloud
- Continuous deployment enabling rapid feature updates and enhancements
- Superior performance and reliability compared to older client-server architectures

Superior User Experience

- Industry-leading mobile-first interface designed for field operations
- Intuitive design requiring minimal training
- Single unified platform versus multiple disconnected modules
- Modern, consumer-grade user interface matching the experience of popular consumer apps

Advanced Data Analytics

- Real-time data processing and analytics
- Built-in reporting and dashboard tools
- Ability to export all data from the system to be used in other systems.

Progressive Innovation

- One of the fastest growing public safety companies in North America
- Regular platform updates based on user feedback
- Early adoption of emerging technologies and standards
- Proactive development across all scheduling systems, including timekeeping, timeclock, shift bidding, management and more.

Implementation Excellence

- Proven track record of successful deployments (over 2,700 customers)
- Dedicated implementation team with public safety experience
- Structured data migration methodology
- Comprehensive change management support



First Due System Plan & Innovations

First Due's adaptable platform ensures that as Albany County's needs evolve, the system can grow and adapt while maintaining performance and reliability. Our architecture provides the foundation for continuous improvement and expansion, supporting both current requirements and future capabilities. Below are several key areas we wish to highlight.

- One of the fastest growing public safety companies in North America
- Regular platform updates based on user feedback
- Early adoption of emerging technologies and standards
- Proactive development across all scheduling systems, including timekeeping, timeclock, shift bidding, management and more.

Recent Platform Enhancements

- Advanced analytics module addition
- Mobile app feature expansion
- New integration capabilities
- Enhanced reporting tools

Scaling Success Stories

- Multi-agency deployment support
- Large department migrations
- Peak usage handling
- Data volume management

Future Roadmap

- AI/ML capabilities
- Advanced automation features
- Enhanced mobile functionality
- Extended integration options
- Cloud technology adoption
- Security enhancement
- Performance optimization
- User experience improvements



Account Personnel

Below, you will find short CV's for all of the key personnel involved in your project. First Due will assign several roles in the for this project as well. We have included information on those roles and their backgrounds as well.

Implementation Manager:

Name: TBD (will be assigned after contract sign)

Relevant Education, accreditations, qualifications and experience: All First Due implementation managers have comparable education, accreditations, qualifications and experience. This includes at least 5 years of managing projects, as well as direct experience in either the technology, public safety or fire/ems industry.

Years of Experience: All First Due implementation managers bring extensive project management, tech, and public safety experience (5+ years) to understand where to begin and how to build out your instance of First Due.

Project Examples: First Due has implemented our solution for over 2,700 customers. We utilize a matrix when assigning resources to a project. This ensures that we can provide you with an Implementation Manager who has experience working with large agencies as well as experience working with similar sized agencies.

Andreas Huber, Co-Founder, CEO

Andreas is co-founder and CEO of First Due, the leading industry SaaS business application suite for public safety agencies. Andreas has over 12 years of experience providing innovative technology solutions to the public sector. He has seen First Due grow from a small start-up, to a company that has grown by at least 50% in revenue year over year since 2021. Andreas has a BSBA from Georgetown University's McDonough School of Business

Rami El-choufani, Co-Founder, Head of Product

Rami leads Operations and Product at First Due as COO. Rami is responsible for planning, directing, and coordinating the operations of First Due. This involves developing and implementing Sales & Marketing strategies, mapping future Product Development to the Business Mission and Goals and supporting customer implementation. Rami co-founded First Due with our CEO in 2016 and has over a decade of experience leading software development teams and organizations.



Sam Morton, Chief Sales Officer

Sam leads First Due's Sales, Business Development and Solutions Consulting teams. He is responsible for providing each of these teams with the resources and tools they need to be successful. Sam has over 25 years of leading sales teams across a wide range of industries, including public sector technologies and education technology.

Karen Maloney, Vice President of Client Solutions

Karen has over 20 years of experience providing customer success, management, and services to various industries. Karen joined First Due last year to head our Professional Services team. This consists of all Implementation and Technical services teams, of which we have over 50 employees. Karen is responsible for the output of the team that will be promised to you for Implementation.

Michael Heifetz, Director of Client Success

Michael is a former Captain for the Bedford Hills Fire Dept, and our Director of Client Success. His experience as a First Responder defines his team's approach to First Due's client success department, guaranteeing real world necessities drive product and adoption in the field. Michael has over a decade of experience working with agencies to support their visions and needs. Michael will be responsible for your client success manager and their role in assisting you during Go-Live and while with First Due.

Michael Koontz, Director of Product Management

Michael has over two decades of sales, engineering and consulting experience. This includes over a decade as a manager, and the last several years as First Due's Director of Product Management. Michael previously worked for CentralSquare Technologies and Mark43 in a similar capacity. He leads our Product Management teams and is responsible for their tasks and ensuring they are meeting roadmap goals.

Brandon Rigaud, Product Strategy Manager

Brandon has nearly 20 years of experience in public safety, working for the forestry service, medical response teams and fire departments. He also has extensive experience providing software solutions to public safety agencies, including co-founded CrewSense, which is now a Vector Solutions company. Brandon is currently First Due's Product Strategy Manager, overseeing our Scheduling and Personnel systems for over 1,000 clients. Brandon is also a Battalion Chief for Cathedral City in California.



Adam Lindquist, Technical Services Director

Adam has over a decade of experience providing technical support to public safety agencies throughout North America. Adam is responsible for leading our technical services team. This team provides service towards technical tasks such as CAD, data migration and product integration. He will oversee these tasks during your Implementation process.

Kristi Miller, Director of Support

Kristi has nearly a decade of experience providing technical support to Public Safety agencies. She previously worked for TriTech Software and CentralSquare Technologies. Her sole goal is to ensure First Due provides world-class support to all our clients.

James Angerett, Training Manager

James has over 20 years of experience working in the Fire and Safety industry, including the last 4 years working with agencies to develop training and content plans. James leads our training team, with the goal of ensuring that all agencies have comprehensive training programs to learn about First Due and its modules.

Dre Mihaylo, Sales Director

Dre Mihaylo is one of First Due's Sales Directors. She has over 10 years of experience providing customers with high quality solutions, including several years of experience working in the fire, EMS and RMS industries. Her experience with First Due has played an instrumental role in our growth and improvement of our product.

Justin Dillard, Lead Solutions Consultant

Justin started in the fire service before transitioning to technology. He has over a decade of experience in selling and designing records management systems. Justin works with Sales and Product teams to develop product enhancements to positively impact end users. He has worked with thousands of fire departments and ambulance services in North America.

Dave Zaiman, Account Executive

Dave has been providing Fire and EMS solutions to customers for over 30 years. His experience includes companies such as Zoll, ImageTrend, Biospatial and Pulsara. Dave is the primary account executive for the New York state area, working with a wide range of customers to provide solutions.



Roles to be Assigned:

Implementation Specialist(s): Responsible for configuring and optimizing specific modules. This includes all modules First Due is offering as part of this RFP. These individuals are product experts in First Due and are versed in industry best practices for their specific product specialties.

Technical Specialist: Responsible for managing data migration and the integration between First Due and key systems, such as your Zoll EMS system or any payroll integrations.

Trainer: Their job is to get agencies like yours up to speed on First Due. All our trainers are both product and instruction experts who take both the classroom and written/multimedia approaches to training to ensure your team's success.



Organization Chart

Client Solutions Staff

1. **Vice President of Client Solutions, Karen Maloney:** This role is responsible for managing our Professional Services team, which includes all Implementation and technical services.
 - a. **Implementation Team**
 - i. **Implementation Manager, To Be Assigned:** This individual will lead the work of getting you started with First Due, as well as be responsible for managing the deliverables outlined in your SOW for Implementation. First Due utilizes a resource matrix to assign projects based on requirements and skillset. For a project of this nature, we would ensure that an Implementation manager is utilized that has experience working with other customers in your area or with a similar scope of requirements.
 1. **Implementation Specialist(s):** Brought in to help configure and optimize specific modules.
 2. **Technical Specialist(s):** Responsible for managing data migration and integration requirements.
 3. **Trainer(s):** Responsible for ensuring that agencies like yours are up to speed on First Due.
 - b. **Technical Leadership**
 - i. **Technical Services Director, Adam Lindquist:** This role is responsible for supporting the technical and implementation specialists and team with CAD and Data related tasks.
 - ii. **First Due Training Manager, James Angerett:** This role is responsible for supporting the training team assigned to your project. They lead this team and carefully craft all training materials that our agencies use.
 - c. **Client Support Team**
 - i. **Director of Support, Kristi Miller:** This role is responsible for overseeing our entire support team, which consists of over 20 support engineers and roles.
 1. **Support Agent/Engineer:** This role is assigned as needed to provide support to your team both during Implementation (should support be required) as well as after/
 - ii. **Director of Client Success, Michael Heifetz:** This person is responsible for managing the Client Success team.
 1. **Client Success Manager, To be Assigned:** This person joins your team when you come aboard First Due. They have on-the-job public safety experience and are versed in all aspects of First Due's platform.



Production Staff

1. **COO / Head of Product, Rami El-Choufani:** This role is responsible for overseeing the entire product and development aspects of our platform. They will work hand in hand with the Implementation team to meet the requirements of this RFP.
 - a. **Director of Product Management, Michael Koontz:** This role reports directly to our Head of Product and is responsible for managing the day-to-day tasks of our Product Managers. All product roadmaps are reviewed and approved by our Director as well.
 - i. **Brandon Rigvad, Product Manager:** First Due has dedicated product managers for each module we offer. Each Product Manager will work with the assigned Implementation and Technical specialists to ensure that your system is operating as expected and all required features are enabled.



Staff & Resource Allocation

First Due has sufficient staff to meet the requirements of this RFP. First Due will assign several resources to your team. This includes an Implementation Manager, Trainer, Client Success Manager, Implementation Specialists(s) and other customer success and services resources.

First Due utilizes a resource matrix to assign projects based on requirements and skillset. For a project of this nature, we ensure that an implementation manager would be utilized who has experience working on similar projects, particularly multi-agency scheduling projects.

First Due's Implementation manager will be fully dedicated to your project. The additional resources, Trainer(s) and Specialist(s) will be assigned to your project as needed. This will be dependent upon the tasks required. For example, specific Integration tasks, Data Migration tasks and Implementation tasks. Our Implementation manager will provide specific information and totals for each role and their responsibilities.

During Implementation Requirements for Albany County

Every successful implementation requires adequate participation from the customer. Although First Due is ultimately responsible for deliverables in the SoW, Albany County must attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Albany County's resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals.

Post-Implementation Requirements for Albany County

Albany County is required to designate an Administrator to provide support to its users, and to notify First Due of any unresolved issues. Several Administrators can be designated depending on agency requirements.

First Due is responsible for assisting with management functions and performance of the system. Our team will include all relevant administrative tasks as part of your training.



Authorized Staff

The staff authorized to bind this proposal, as well as negotiate with Albany County are:

Dre Mihaylo - Sales Director

Toby Ritt - Vice President of Sales

Sam Morton - Chief Sales Officer

Andreas Huber - Chief Executive Officer

Address

First Due is a remote-first organization, however we have a primary address located at:

107 7th Street, Garden City, NY, 11530



References

References

Reference No. 1

Vendor Name: Charleston Fire Department

Contact Individual: Mike Julazadeh

Phone No: (843) 518-8716

Email Address: julazadehm@charleston-sc.gov

Context: Charleston utilizes both First Due's ePCR system and our Scheduling system.

Reference No. 2

Vendor Name: Westland Fire Department

Contact Individual: Darrell Stamper

Phone No: (810) 775-9963

Email Address: dstamper@cityofwestland.com

Context: Westland utilizes both First Due's ePCR system and our Scheduling system.

Reference No. 3

Vendor Name: Ithaca Fire Department

Contact Individual: Rob Covert

Phone No: (607)-272-1234

Email Address: rovert@cityofithica.org

Context: Ithaca utilizes both First Due's ePCR system and our Scheduling system.



COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EMS Scheduling Software
RFP Number: 2025-041

COMPANY: Locality Media Inc (dba First Due)

ADDRESS: 0 th Street

CITY, STATE, ZIP: arden ity 5 0

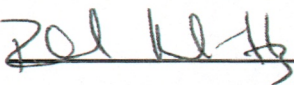
TEL. NO.: (5 6) 4-5

FAX NO.: /

FEDERAL TAX ID NO.: - 062

REPRESENTATIVE: Dre Mihaylo

E-MAIL: dre@firstdue.com

SIGNATURE AND TITLE  Director of People / Michael Paulsen

DATE 04/09/2025

Optional Add-Ons

First Due Modules	Description	Price
Custom Integrations Services Annual Support and Maintenance	Ongoing services related to custom integration service with the First Due Platform.***	
AI Enhanced Documentation: ePCR	AI powered transcription and documentation solution to assist with completing EMS patient care reports.	
CAD Integration (Other)	Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	

*** = Please note

Note from First Due: The "Custom Integration" listed here is for your Zoll EMS Charts application. First Due has listed it optionally for two reasons.

1. This integration will require further scoping and discovery. More information about this integration is needed to provide a complete cost. Pricing will start at **\$2,000/per year** for this integration.
2. First Due has its own ePCR system and would like to provide a demonstration of this system to Albany County. Should you be open to switching ePCR providers.

If further clarification is needed on our quote, please let us know.

Thank you!



107 Seventh St
Garden City, NY 11530, United States

First Due Quote

Prepared By: Dre Mihaylo
Valid Until: Jun 30, 2025
Quote Number: 1545132000437546297

Albany County (NY)

We are excited to present pricing for the First Due Suite! Please see detailed breakdown below. It is important to note that First Due is a cloud-based system, and all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

First Due Modules and Implementation Services Included - Description

Scheduling

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

One-Time Subtotal	\$ 4,850.00
Subscription Subtotal	\$ 11,700.00
Total Year 1	\$ 16,550.00

*Excluding Tax

- (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:
- Dre Mihaylo - Sales Director
-
- dre@firstdue.com
-
- Phone: (949) 526-2206
-
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EMS Scheduling Software
RFP Number: 2025-041

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, 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
03/28	Addendum 1
04/04	Addendum 2
04/08	Addendum 3

(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;

Pricing Form

Maintenance

First Due has an in-house team that manages all our product Implementation, as well as the migration of legacy data, integration with partnered services, and more. This team contains more than 50 resources, including Implementation Managers, Technical Specialists, Implementation Specialists, Trainers and our Product Management team.

Upgrades and ongoing maintenance are supported through your standard software subscription with First Due. We deliver regular updates as part of our software development cadence, with significant updates occurring multiple times a month. These updates of the modules under contract are included as part of our Software as a Service (SaaS) agreement. ALBANY COUNTY will automatically receive updates to the solution as easily as contemporary cell phone apps are updated today. Users are also notified of all releases via email.

Enhancements and updates are announced ahead of time by the Client Success team or in our monthly Release Notes. For web-based modules, no work is required from the client. The update will be pushed to the module in the background, and you will be prompted to update it on the log-in screen. For app-based features, updates are available in the App store as needed.

Warranty

First Due's products do not have warranties, per se. Warranties typically cover repairs or replacements for hardware or software malfunctions during a specified period. In the SaaS context, customers are not purchasing a product but rather subscribing to a service, and the terms of service are outlined in the agreement between the customer and the SaaS provider, which is First Due.

In this case, First Due will outline the level of support offered in our Service Level Agreement (SLA) or Terms of Service. First Due's SLA is tracked using Issue Type and Resolution timing.

All listed warranty aspects of this RFP will be reviewed as part of the contract negotiations portion of this RFP.



The process once a support request or ticket is received, is that First Due triages items based on the urgency of the ticket and its requirements. Items are marked as Mission Critical, Critical and Non-Critical. Mission Critical items are viewed as issues that impact our client's ability to respond to an emergency and are system critical.

Response to these issues is swift, with support responding within 60 minutes time and providing updates every 4 hours. Resolutions are provided within 24 hours time.

Critical items, where the software is not down but aspects of the software are not operating as normal, are acknowledged within 1-2 hours of receipt and updated or resolved within 48 hours. Non-critical problems are typically lower-level user issues such as Password resets, and other account-based questions. These are typically responded to within 4-5 hours and resolved within 2-3 days.

These requirements for response-time and how items are identified are covered in the SLA we sign with all customers. Our goal is to make sure this system is clear to all of our clients and they can easily reference the language in their contract at any time.

Account Management

First Due approaches user support as a responsibility of the entire organization, with a large team fully focused on technical support. First Due's support team is trained to address severity and scope immediately upon notification of a problem and route it accordingly. This unique support philosophy cuts out unnecessary back and forth to route issues directly to the specific individuals who can ensure prompt resolution, including company and product executives when necessary.

Your Account Executive understands your biggest goals and concerns and will serve as your first advocate to help make sure that your work with First Due is moving in the right direction. Your Client Success Manager (CSM) joins your team when you come aboard with First Due.

Every First Due CSM has extensive experience providing customer support to software users. Many of our CSM's are currently part-time fighters or former severs as a firefighter, EMT, or PIO with on-the-job experience working in public safety. ALBANY COUNTY will always have a dedicated CSM for their agency - someone who knows people at these agencies on a first-name basis, and who know the ins and outs of your agency. Your CSM is your advocate for what is most important to you as First Due continues to develop new features to serve you. Required escalations and backup contact information will be provided prior to the beginning of Implementation.



Customer Support

To maintain our proposed Fire Scheduling System and ensure ongoing enhancements, First Due implements a multi-faceted support approach that addresses both immediate operational needs and long-term product evolution.

Technical Support Services - Customer Support Team

- 24/7/365 support
- Help desk support
- Local user admin support
- Performance monitoring

Technical Problem Resolutions - Customer Support & Partnered Teams

- Advanced troubleshooting
- Data integrity support
- Integration maintenance
- Report optimization

Software Maintenance - Product Development & Management Teams

- Version updates
- Security patches
- Compliance updates

Product Enhancement - Product Development & Management Teams

- Configuration Updates
- Workflow optimization
- Custom Report Development
- Data Migration Support
- Customer input into product roadmap

First Due currently employs a team of over 20 support engineers and specialists that are experts in First Due's products and technical areas. Our team is in the same time zone as our customers, ensuring they can provide quick and timely support to you and your agency. Our team can provide guidance, troubleshoot technical issues, and help facilitate enhancement requests.

You can engage Support in a few different ways. Phone support is available Monday - Friday 9AM - 6PM CST. First Due can also provide support directly through Microsoft Teams for screen sharing and chatting. We aim to respond to customers as quickly as possible, ensuring that the typical hold time for an initial support call is low. First Due's team can also be reached 24/7 through our customer support portal and via email.



Training

First Due believes training is essential to a successful rollout. We offer wide ranging training content. First Due has included our standard Online Training package with our response.

We utilize Train-the-Trainer as the primary online training method. Our comprehensive Train-the-Trainer program provides a high level of training and knowledge transfer to key personnel within our customer agencies. Once this training program has completed, your key administrators will be equipped to continue providing training and support to your users.

Additionally, all First Due training sessions are recorded and provided post training. Train-the-trainer can be performed online or in person.

When developing Albany County's training program, First Due's Head of Training will help plan and execute the training for each module. As part of the implementation, each Agency will receive training as outlined below:

- Administrator training during implementation check-in call
- Online training during project kick-off
- Online train-the-trainer sessions during optimization stage, and again during go-live to ensure.
- Access to online training videos documents, and content
- Additional training over and above this is available for an extra charge.

Post Go-Live Training

Once initial training is completed, First Due offers continuous training opportunities through the **First Due Academy**. This provides regularly scheduled webinars and training every week. We can also set up additional more comprehensive training sessions upon request.



Communication

During the Implementation process, your primary point of contact will be your designated **Implementation Manager**. This role's responsibility is to act as your project lead and go-to person. They will be the primary liaison between First Due and the Albany County team(s). This includes developing and executing a project plan, managing communications and ensuring adherence to timelines and quality standards.

Assisting throughout this process will be your assigned **Customer Success Manager**. This individual will coordinate with our internal teams on all non-Implementation related tasks. Once you have completed training and are preparing for go-live, they will serve as your point person moving forward. Your Customer Success Manager (CSM) is part of the implementation to serve as an advocate for Albany County's needs and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins.

Communication will occur through several forms, including but not limited to:

- **Email** - This includes standard updates as well as correspondence.
- **Project Management System Updates** - These updates will occur when tasks are underway or completed. Indicating to your team where the project stands during several key Implementation phases.
- **Standup meetings** - These will occur on a regularly agreed to basis so that First Due's team can meet with Albany County's team and share updates related to the project and answer any questions you may have.
- **Phone Call / Text** - Our team is always available to answer calls or messages should information need to be shared quickly.

Assumptions

In relation to all communication, First Due makes the following assumptions in its standard statement of work.

"Every successful implementation requires adequate participation from the customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required."



Integration & Data Migration

First Due's standard practice at the beginning of every Implementation is to start with discovery meetings. The outcome of these meetings includes providing import templates and guidance around migrating existing data and import into the application. Additional plans and information we have identified from thousands of completed Implementations we have performed include

- Data Migration Planning Session(s)
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The First Due team uses multiple methods to migrate data from your legacy system/s. The Data Migration and Implementation teams work closely with you to ensure a successful migration. Methods include:

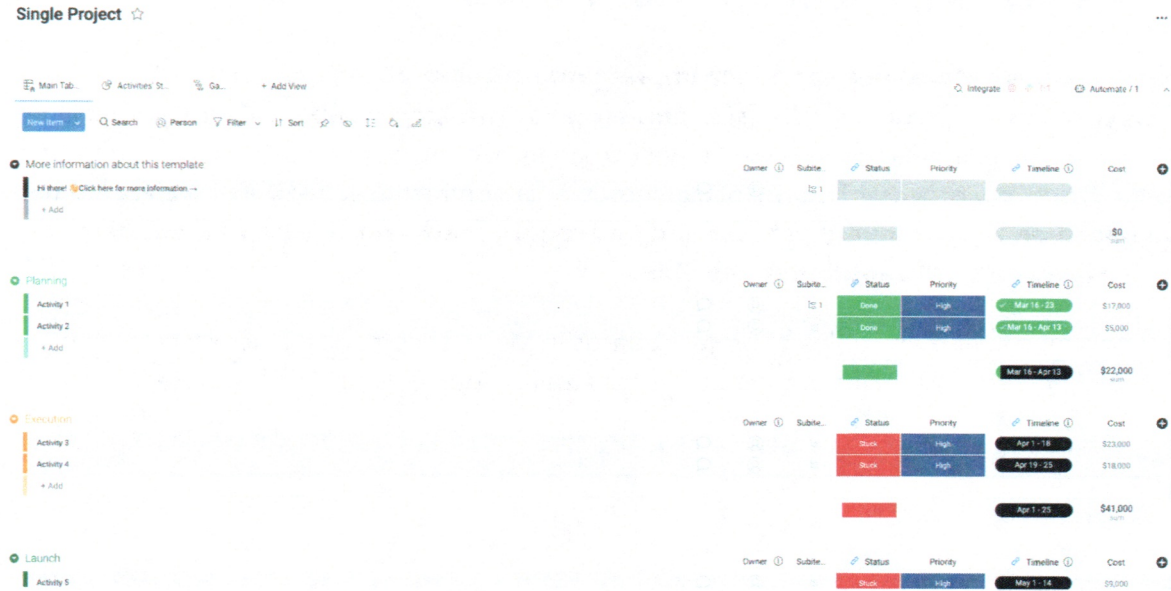
- Legacy Scheduling System Data Migration Tool
- UI Import tools
- Import workbooks
- Implementation Product Specialists (low volume configuration items)

We have also developed more comprehensive mechanisms for integrating with First Due. This includes but is not limited to:

- XML/JSON/CSV connectors to push or pull data via SFTP
- Executable based connectors installed on client side to pull data on a frequency
- Email or notification-based integration
- Out-of-the box connectors to multiple cloud and on-premise applications
- REST API operating over https and using JSON.

If we do not have a standard out-of-the box integration for the solution you need, our implementation team will work with your agency to scope out exactly what data needs to be integrated and collaborate on the best, easiest, and most efficient integration method.





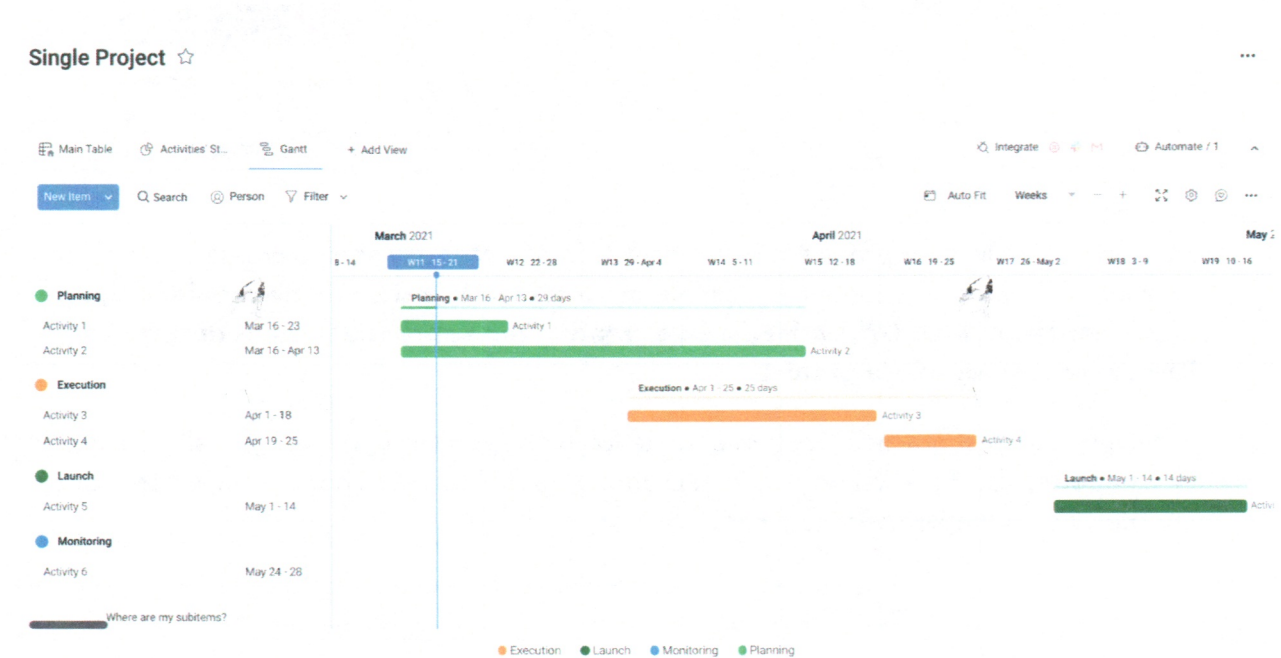
First Due will utilize our project management software, Monday.com to create several types of planning boards and content in this format. **Access to this site will be provided upon Implementation Kick-Off, with First Due creating the appropriate plans during the Discovery process of the project.**

First Due uses best practices for Implementation work, and will complete it in allotted sprints or schedules. The work will be conducted during normal business hours, and will be done remotely by our Implementation team.

Work Plan / Implementation Schedule

First Due has extensive experience Implementing complete scheduling and timekeeping projects of similar size and scope as the City of Albany County. First Due's dedicated Implementation team will develop Albany County specific schedules during prior to the Discovery process. This will occur shortly after contract execution. **This schedule will be based on the Discovery process and key requirements for this Implementation, as well as key factors identified in this RFP.**

Below, you can find examples of project boards in Monday.com. First Due will create an Scheduling System specific project board for Albany County as part of this project.



Project Management

All Implementation work is conducted virtually through First Due's Project Management portal, which enables both the client and First Due to manage tasks throughout the entire relationship. In addition to Project Management, this application also handles and consolidates Issues, Tickets, Knowledge Base articles and communication during the Implementation phase.

First Due utilizes a widely used third-party software (Monday.com) to manage our Implementation process. This software is designed to allow your leadership team to review milestones that are tasked to the First Due Implementation with a goal of being transparent. Conversely, First Due Implementation has access to real-time milestones that have been tasked to your leadership team. This transparency provides both parties real-time status on every project timeline and goal and has proved a very successful tool in keeping timelines.

Your project team will be with you throughout your implementation and will mark all problems or issues in our project management tool, with regular meetings being held with you to track progress and remediate potential problems as they occur.

We'll start your implementation with thorough discovery and planning activities, designed to make sure everyone understands what will happen and when it will occur. We'll review the materials and milestones needed to make your First Due go-live a success. We will work together to map out the key components of your First Due instance, identify your stakeholders, and create project timelines and deliverable maps.

During Discovery and Planning, we'll also identify any product or service gaps and the steps we'll take together to make sure these gaps are addressed.

Following Discovery, our team will work with you to configure all the parts of the First Due application necessary for your go-live and beyond. These virtual configuration sessions will generally occur weekly.

During Data Migration, First Due will migrate applicable data from your existing systems utilizing data migration best practices. Once your agency is initially configured, we will work with you to identify a pilot testing group made up of your team members to begin using First Due in the field. This is an iterative process in which we listen to feedback from you and your team and can adjust your instance of First Due as needed. Once this is complete, we will complete final implementation tasks and go live



Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Albany County will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A



Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

Training: As the project is in the final stages, the Training Manager will work with the Albany County team to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledge base.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with Albany County to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)



Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

Optimization: After the configuration is complete, the Albany County team will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Albany County's feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Albany County team will be provided with a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

Proposed Implementation/Milestones/Timelines

First Due has extensive experience implementing our solution. We have over 2,700 customers utilizing at least one, or several, of our suite of Operations and Management modules. Our team will work with your team to meet your project timelines and ensure a seamless transition to the First Due Scheduling system. First Due agrees that, given the complexity of multiple agencies with various requirements and timelines, we will work with the Albany County team to create detailed and specific approaches for each agency.

Below, you can find First Due's standard approach to Implementation for all our customers.

First Due Methodology / Approach

First Due's implementation approach is framed around the client. We start with extensive discovery to identify needs, requirements, concerns, and deadlines. This helps us to then mold our Implementation Plan to best accommodate and deliver their needs.



Discovery & Planning: Once the Project has been assigned, Albany County will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Albany County team will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

Conclusion

First Due's EMS Scheduling Software provides a comprehensive solution that addresses all requirements specified in the Scope of Services. Our platform combines powerful functionality with intuitive interfaces to streamline operations, ensure compliance, and enhance communication throughout Albany County's EMS operation. With our structured implementation approach and dedicated support team, we are fully prepared to deliver a successful deployment that provides immediate and lasting operational benefits.



- **System Activity Logging:** Our platform maintains a detailed audit trail of all system activities, including:
 - User logins
 - Schedule modifications
 - Request submissions and approvals/denials
 - Rule overrides and justifications
 - All logs are time-stamped and user-attributed for maximum accountability
- **EMSCharts Integration**
 - First Due has extensive experience integrating with various systems. This includes integrating Incident Response documentation with our Scheduling solution. Further scoping and discovery may be required for this integration.

Forms Management

First Due offers a versatile forms creation and management system:

- **Custom Form Builder:** A drag-and-drop interface allows administrators to create unlimited custom forms for any operational need.
- **Alert Configuration:** Each form can trigger customized notifications based on submission content.
- **Data Integration:** All form data is stored in a structured database
- **Reporting Capabilities:** First Due's comprehensive reporting engine provides deep operational insights:
 - **Schedule Analysis:** Generate detailed reports on scheduled hours
 - **Request Tracking**
 - **Data Export Options:** All reports can be exported in multiple formats:
 - Excel spreadsheets
 - CSV files
 - PDF documents
 - Scheduled automatic exports to designated recipients

First Due's implementation team will work closely with Albany County Sheriff's Office stakeholders throughout this process to ensure all requirements are met and that the system is optimally configured for your specific operational environment.



Paging System

First Due's intelligent notification system ensures optimal staffing levels through automated, rules-based communications:

- **Vacancy Notifications:** When shifts become available, the system identifies qualified personnel and initiates notification through multiple channels (SMS, email, in-app) based on administrative preferences.
- **Staggered Distribution:** Notifications can be configured to deploy based on various criteria, and over various time periods. Criteria includes seniority, certification levels, hours worked, or custom criteria determined by the Albany County Sheriff's Office.
- **Comprehensive Messaging:** Beyond vacancy alerts, the system facilitates communications regarding shift trades, time-off approvals/denials, and administrative announcements.
- **Message Tracking:** A robust tracking system monitors delivery status, open rates, and explicit acknowledgments of all system messages, providing administrators with confirmation of communication receipt.

Compliance Management

First Due's compliance engine monitors all scheduling activities against predefined rules to ensure regulatory adherence:

- **Staffing Level Monitoring:** The system continuously evaluates current and projected staffing against minimum requirements, generating alerts when thresholds are approached or breached.
- **Work Hour Regulations:** Automated enforcement of various key rules that the County needs to enforce.
- **Certification Management:**
 - Comprehensive tracking of all employee certifications with expiration dates
 - Automated reminder notifications at configurable intervals (90, 60, 30 days before expiration)
 - Prevention of scheduling staff with expired credentials
 - Exportable employee certification reports with customizable filtering options



Method of Approach

First Due proposes a comprehensive EMS Scheduling Software solution that addresses the requirements outlined in Section 4: Scope of Services. Our approach combines our industry-leading scheduling platform with a tailored implementation process designed specifically for Albany County Sheriff's Office's needs.

Schedule Functionality

First Due's scheduling system provides comprehensive desktop and mobile capabilities with a unified interface that ensures consistency across all devices:

- **Multi-view Schedule Access:** Users can seamlessly toggle between daily lineup views and individual schedules on both desktop and mobile interfaces. The responsive design automatically optimizes for screen size while maintaining full functionality.
- **Customizable Shift Parameters:** The platform supports fully adjustable start times, designated weekend periods, and unlimited custom time types (regular, overtime, training, etc.) to match Albany County's specific operational requirements.
- **Advanced Reporting:** All time types are integrated with the reporting engine, allowing administrators to generate detailed reports filtered by any combination of time categories.
- **Dynamic Shift Management:** Supervisors can easily add or remove shift positions based on changing operational needs through a simple, intuitive interface.
- **Flexible Scheduling Models:** Our system fully supports both rotational scheduling and fixed scheduling models. Administrators can implement complex rotation patterns (e.g., 24/48, 24/72, Kelly schedules) or create custom rotation patterns specific to Albany County's requirements.
- **Integrated Request Management:** The interface prominently displays all pending signups, trades, and time-off requests directly within the schedule view, providing schedulers with immediate visibility of pending changes in the context of the overall staffing plan.



Implementation

Completed Documents

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.

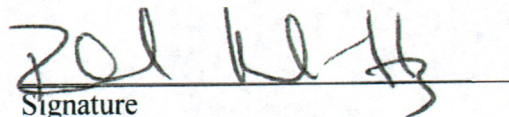
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Director of People

Title

04/09/2025

Date

Locality Media Inc (dba First Due)

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 _____

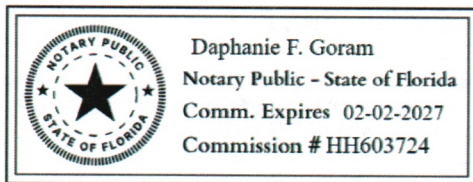
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Illinois)
COUNTY OF DuPage) SS.:

On this 09 day of April, 2025, before me personally appeared Rachael Paul-Heinz to me known, who, being by me sworn, did say that he resides at (give address) 1227 Redfield Road, Naperville, IL 60563; that he is the (give title) Director, People and Culture of the (name of corporation) Locality Media inc. dba First Due, 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.



Notarized Online with NotaryLive.com
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

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Locality Media Inc		3. IDENTIFICATION NUMBERS a) FEIN # 81-1388062 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: First Due		5. WEBSITE ADDRESS (if applicable) www.firstdue.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 107 7th Street, Garden City, NY, 11530		7. TELEPHONE NUMBER (516) 874-2258	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Dre Mihaylo Title Sales Director Telephone Number (949) 526-2206 Fax Number e-mail dre@firstdue.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Andreas Huber	TITLE CEO	b) NAME Rami El-Choufani	TITLE COO
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? 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."	☐ Yes ☒ 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? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? 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.	☐ Yes ☒ 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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Locality Media inc. dba First Due

Signature Rachael Paul-Heinz

Address 107 7th Street

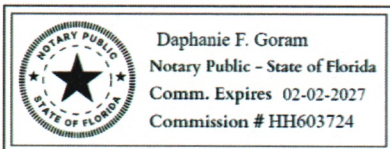
Printed Name of Signatory Rachael Paul-Heinz

City, State, Zip Garden City, NY 11530

Title Director, People and Culture

Sworn before me this 09 day of April, 2025

Daphanie F. Goram
Notary Public



Notarized Online with NotaryLive.com

Rachael Paul-Heinz

Printed Name

Rachael Paul-Heinz

Signature

April 9, 2025

Date

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

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



Signature

Director of People
Title

04/09/2025

Date

Locality Media Inc (dba First Due)
Company Name

 first due

Contract #: 2025-0976

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: BLAKE THERMAL

Estimated Amount: 69,620.00

Scope of Services: Preventative Maintenance and Refractory Repairs of Boilers

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael J. Lyons, Superintendent
Albany County Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 8, 2025

RE: RFB-2025-092R, Preventative Maintenance and Refractory Repairs of Boilers

I am in receipt of your recommendation to award the aforementioned to Blake Thermal.

As Blake Thermal is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7th, 2025
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent *Michael J. Lyons*
Subject: RFB # 2025-092R – P/M Boilers

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Blake Thermal the lowest vendor to submit a bid.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7th, 2025
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: RFB # 2025-092R – P/M Boilers

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Blake Thermal the lowest vendor to submit a bid.

RFB-2025-092R Preventative Maintenance Boilers

Bidder	Blake Thermal	Trojan Energy Systems
Preventative Maintenance Services Annual	\$23,190.00	\$28,500.00
Total Base Bid 3 Years	\$69,570.00	\$85,500.00
Refractory Repairs SF	\$2.50/SF	\$64.00/SF
ALT. #1 Estimated Quantity 20 SF of Work	\$50.00	\$1,280.00
Total Bid Amount (BASE BID + ALT 1.)	\$69,620.00	\$86,780.00

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
Pamela.oneill@albanycountyny.gov

TITLE: Preventive Maintenance and Refractory Repairs of Boilers
RFB NUMBER: 2025-092R

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.

Company Name: BLAKE THERMAL
Address: 4 NEW PARK RD
City: EAST WINDSOR State: CONN Zip Code: 06088
Contact Person: JOHN MASSETT
Title: REGIONAL MANAGER
Phone Number: 680-285-6945 Fax Number: _____ E-Mail: JOHN.MASSETT@
BLAKE THERMAL.COM

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: JOHN.MASSETT@BLAKE THERMAL.COM

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Preventive Maintenance and Refractory Repairs of Boilers**
Bid Number: **2025-092R**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date 6-25-25

Number 2025-092R

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- JOHN MASSETT
- JOHN.MASSETT@BLAKE THERMAL.COM
- Phone: 680-285-6945
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Preventative Maintenance and Refractory Repairs of Boilers**
Bid Number: **2025-092R**

ITEM	PRICE
Preventive Maintenance Services Bid Lump Sum Annual Bid Inclusive of All Boilers (#1-#4)	\$ 23,190 / year
TOTAL BASE BID – PREVENTIVE MAINTENANCE BID FOR 3 YEARS	\$ 69,570
Refractory Repairs to Coating Including all equipment, materials, parts, labor, and ancillary costs Bid Cost per Square Foot of Work	\$ 2 ⁵⁰ / SF
ADD ALT. #1 TOTAL FOR ESTIMATED QUANTITY OF <u>20 SQUARE FEET</u> OF WORK	\$ 50.00
GRAND TOTAL BID (TOTAL BASE BID + ADD ALT. #1)	\$ 69,620

BID IDENTIFICATION:

Title: **Preventative Maintenance and Refractory Repairs of Boilers**
Bid Number: **2025-092R**

COMPANY: BLAKE THERMAL

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: 87-3627535

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

9EQ21

REPRESENTATIVE: John MASSETT

E-MAIL: JOHN.MASSETT@BLAKETHERMAL.COM

SIGNATURE AND TITLE: John Massett - REGIONAL MANAGER

DATE: 6-26-25

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.

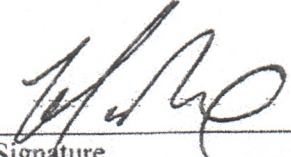
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

VP, Service

Title

6/26/2025

Date

Blake Thermal Sales & Service, Inc

Company Name

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

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, Matthew Fox, representative of Blake Thermal Sales & Service, Inc.
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action
 Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and
 perform contracts let by the County of Albany.

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

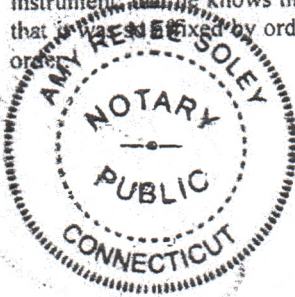
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Connecticut)
COUNTY OF Hartford) SS.: East Windsor

On this 26th day of June, 2025, before me personally appeared Matthew Fox to me known, who, being by me sworn, did say that he resides at (give address) 96 Crest Lane - Granville, MA 01034; that he is the (give title) VP, Service of the (name of corporation) Blake Thermal Sales & Service, Inc., 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 Matthew Fox acted by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Amy Renee Soley Amy Renee Soley
Notary Public, State of Connecticut

Qualified in Connecticut

Commission Expires 8-31-2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

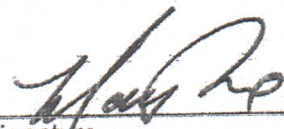
ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: Blake Thermal Sales & Service, Inc. ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Blake Thermal Sales & Service, Inc		3. IDENTIFICATION NUMBERS a) FEIN # 87-3627535 b) DUNS # 118522948	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.blakethermal.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 4 New Park Road East Windsor, CT 06088		7. TELEPHONE NUMBER 800 353 1100	8. FAX NUMBER NA
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above 6700 Old Callamer Road, Suite 121 East Syracuse, NY 13057		10. TELEPHONE NUMBER 800 353 1100	11. FAX NUMBER NA
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Matthew Fox Title VP, Service Telephone Number (800) 353-1100 Fax Number N/A e-mail Matt.Fox@blakethermal.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Fred Cuda	TITLE President	b) NAME Nicholas Melanson	TITLE VP
c) NAME Matthew Fox	TITLE VP	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☒ Yes ☐ No Blake Equipment	
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:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.		☐ Yes ☒ No	

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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations. ☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☒ No 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."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ 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 OF THE DATE OF FILING? ☐ Yes ☒ No 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.
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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

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

VP, Service

Title

Blake Thermal Sales & Service, Inc.

Company Name

6/26/2025

Date

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Matthew Fox

Printed Name

V.P. Service

Title

6/26/2025

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 98 years

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

1. LEMOYNE COLLEGE 1419 SALT SALT SPRIG RD.
ANNUAL 15,320 SYRACUSE, NY
JASON MOTT 315-445-4500

2. GIOVANNI FOODS 8800 SIXTY RD
BALDWINNSVILLE NY 13027 \$12,138
PAUL HEMINGWAY 315-457-2373

3. STEWARTS SHOPS 461 CHURCH ST.
SALATOGA SPRINGS NY 12866
JOHN BROWN 518-322-1983 \$6,870

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

FEDERAL BUILDING BURLINGTON VT. \$10,560

100% COMPLETE

CARGILL - PORT OF ALBANY NY \$6,800

100% COMPLETE

ALBANY MEDICAL CENTER \$100% COMPLETE
\$7660

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

N/A

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

PROFITABLE COMPANY IN BUSINESS 98 YEARS

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

BLAKE THERMAL
Correct Name of Bidder

(a) The business is a: S CORPORATION

(b) The address of principal place of business is: 4 NEW PARK RD
EAST WINDSOR, CONNECTICUT 06088

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

FRED COOA

MATT FOX

NICHOLAS MELANSON

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Blake Thermal Sales & Service
Firm

Dated: 6/26/2025

By [Signature]

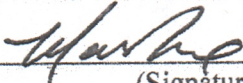
Matthew Fox
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Blake Thermal Sales & Service, Inc.

By: 
(Signature)

Matthew Fox
(Typed)

Title: VP, Service

Date: 6/26/2025

FEIN # 87-3627535

06/26/2025
Date

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

☐ Yes ☒ No

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

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

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

Contract #: 2025-0977

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: I-Con Systems Inc.

Estimated Amount: 30,276.45

Scope of Services: Purchase of Cabinet Showers

Budget Line Item: A93150.44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Lyons
Sheriff's Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 8, 2025

RE: RFB # 2025-100 Shower Cabinet

I am in receipt of your recommendation to award the aforementioned to I-Con Systems, LLC in the amount of \$30,276.45.

As I-Con Systems, LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7th, 2025
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: RFB # 2025-100 Shower Cabinet

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of I-Con Systems, the vendor to submit the lowest bid.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7th, 2025

To: Pamela O'Neill, Purchasing Agent

From: Michael J. Lyons, Superintendent

Subject: RFB # 2025-100 Shower Cabinet

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of I-Con Systems, the vendor to submit the lowest bid.

RFB # 2025-100 Purchase a Shower Cabinet

Best Plumbing I-Con Systems

<u>Item Description</u>	<u>Price</u>	<u>Price</u>
Per Shower	\$6,634.06	\$5,046.07
Total Cost Qty 6	\$39,804.36	\$30,276.45

**Willoughby#US-3030-PML2-
PBH-2.5GPM-NPS-EBD**

I-Con Cabinet Shower 100715

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Cabinet Shower
Bid Number: 2025-100

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

Phone: _____ Fax: _____

E-mail: _____

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

BID FORM

BID IDENTIFICATION:

Title: Purchase Cabinet Shower

Bid Number: 2025-100

Item Description	Est Qty	Price Each	Total
Security Cabinet Shower 30 x 30 Includes Dual Temperature Pneumatic Push Button Metering valve, 2.5GPM Shower Flow Rate Non-adjustable penal shower head Elbow Waste for Cabinet Shower 2"	6	\$ <u>5,046.07</u>	\$ <u>30,276.45</u>
Grand Total			\$ <u>30,276.45</u>

Mfg and Model number being bid I-CON Cabinet Shower 100715

**Vendors shall submit product literature with the bid submission

COMPANY: I-Con Systems, LLC

ADDRESS: 3100 Camp Rd

CITY, STATE, ZIP: Oviedo, FL, 32765

TEL. NO.: 866-730-7192

FAX NO.: _____

FEDERAL TAX ID NO.: 59-3272931

REPRESENTATIVE: Jennifer Nolasco

E-MAIL: compliance@i-con.com

SIGNATURE AND TITLE Jennifer Nolasco Assistant Controller

DATE 6/25/2025

BF3

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

Finance Director

Title

I-Con Systems, LLC

Company Name

6/25/2025

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Florida)
COUNTY OF Seminole) SS.:

On this 25th day of June, 20025, before me personally appeared Chad Dixon to me known, who, being by me sworn, did say that he resides at (give address) 3100 Camp Rd, Oviedo, FL 32765; that he is the (give title) Finance Director of the (name of corporation) I-Con Systems, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



VANESSA PADRON
Notary Public
State of Florida
Comm# HH210348
Expires 12/21/2025

Vanessa Padron

Notary Public, State of Florida

Qualified in Seminole

Commission Expires 12/21/2025

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME I-Con Systems, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 59-3272931 b) DUNS # 932695968	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.i-con.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3100 Camp Rd, Oviedo, FL 32765		7. TELEPHONE NUMBER 866-730-7192	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Jennifer Nolasco Title Assistant Controller Telephone Number 407-706-6330 Fax Number e-mail compliance@i-con.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Watts Regulator Co	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
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: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No ☐ Yes ☒ No			

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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ 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."	☐ Yes ☒ 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? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ 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 OF 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.	☐ Yes ☒ 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.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: :	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 59-3272931

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business I-Con Systems, LLC

Address 3100 Camp Rd

City, State, Zip Oviedo, FL 32765

Signature of Owner

Printed Name of Signatory Chad Dixon

Title Finance Director

Sworn before me this 25th day of June , 2025 :


Notary Public



VANESSA PADRON
Notary Public
State of Florida
Comm# HH210348
Expires 12/21/2025

Chad Dixon

Printed Name

Signature

6/25/2025

Date

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

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

Signature

Finance Director

Title

6/25/2025

Date

I-Con Systems, LLC

Company Name

Contract #: 2025-0985

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Denooyer Chevrolet Inc

Estimated Amount: 46690.40

Scope of Services: Purchase Chevrolet Express Van

Budget Line Item: A93150.22750

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Lyons, Superintendent

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 10, 2025

RE: RFQ-2025-106 Chevrolet Express vehicle purchase

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$46,690.40.

As DeNooyer Chevrolet Inc is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

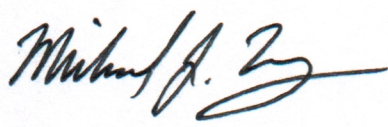
ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7th, 2025
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent 
Subject: RFQ # 2025-106 – Chevrolet Express

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of DeNooyer Chevrolet, the vendor to submit the correct make, model and year and was the lowest on bid tabulation.

RFB 2025-106 Tabulation
2025 Chevrolet Express

Vendor	DeNooyer Chevrolet	Ferrario Ford	Mohawk Chevrolet	South Shore KIA
Vehicle	2025 Chevrolet Express	2024 Ford Transit 350	2024 Chevrolet Express	2025 KIA Carnival
In stock/order	Order/built summer '25	In Stock	In Stock	In Stock
Exterior Color	White	White	White	Blue
Price	\$ 46,690.40	\$ 52,870.63	\$ 46,218.51	\$ 42,550.20

NYS Mini Bid specified only 2025 Model year, no other model years

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): Mini-Bid Response

Form Revision: 9/12/23

DeNooyer Chevrolet BID

- 2025 Chevrolet Express Van

Part A: Mini-Bid and Contractor Information

1.0 Mini-Bid Questions		Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2025-106
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information		
2.1	Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69048
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542904
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006802
3.0 Primary Contact Information		
3.1	Contact Name	Steve Gordon
3.2	Contact Email	sgordon@denooyerchevrolet.com
3.3	Contact Phone (1)	518-469-8804
3.4	Contact Phone (2)	518-458-7700
4.0 Secondary Contact Information		
4.1	Contact Name	Leonard Durocher
4.2	Contact Email	ldurocher@denooyerchevrolet.com
4.3	Contact Phone (1)	518-626-1914
4.4	Contact Phone (2)	518-458-7700

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0 General Questions (Built to Spec)		Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
Award		Bidder

GROUP 40440 – Vehicles, Class 1-8

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

3.0 Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
4.0 Vehicle Price Worksheet (Built to Spec)	Price
4.1 NYS Base MSRP	
4.2 NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055]	
4.3 NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]	\$0.00
4.4 NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]	
4.5 NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]	\$0.00
4.6 Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]	
4.7 Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [Click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	Yes

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]	Yes
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	
3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2025	Chevrolet	Express 12-Pass	CG23406	Summit White	Pewter
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award 03366				Bidder		

3.0 Vehicle Price Worksheet (Pre-Existing)

If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle) Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles).

Ref #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00
001	2025	Chevrolet	Express 12-Pass	CG23406	Summit White	Pewee	Vinyl	RWD	Gasoline	\$50,580.00	7.69	\$46,690.40	\$0.00	\$46,690.40
002														
003														
004														
005														
006														
007														
008														
009														
010														
011														
012														
013														
014														
015														
Total Price for Mini-Bid													\$46,690.40	
Total Pre-Existing Vehicles Offered														1



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.

127 WOLF RD

ALBANY, NY 12205

Phone: 518-458-7700

Fax: 518-458-8263

DZKMXV

Model Year: 2025

Make: Chevrolet

Model: Express

CG23406-2500 Passenger Van

PEG: 1LS-Gas LS Equipment Group

Primary Color: GAZ-Summit White

Trim: 93W-Trim, Vinyl, Medium Pewter

Engine: LV1-Engine, Gas 6 cyl, 4.3L

Transmission: MTH-Transmission, 8-Speed Automatic

Event Code: 3000-Order Accepted by Production Control

Order #: DZKMXV

MSRP: N/A

Order Type: FBC-Fleet Political Subdivision

Stock #: N/A

Inventory Status: Available

Additional Vehicle Information

Vehicle Options

All Options

1LS-Gas LS Equipment Group	1SZ-Discout Processing Option
5H1-Spare Key Set (SEO)	93I-INTERIOR TRIM MED DK PEWTER II (03) (GMT610 - "G" VAN)
93W-Trim, Vinyl, Medium Pewter	A18-Glass, Rear Door Window, Swing-Out
A19-Glass, Rear Side Door Window, Swing Out	A31-Power Windows
AAC-Parts Pkg Shipped Loose	AJ1-Glass: Deep Tinted
AK5-Air Bags, Frontal, Driver & Rt Front. Passenger	AR7-Seat: Front Bucket
ASF-Head Curtain Side Airbags	ATG-Remote Keyless Entry
AU3-Power Door Locks	B38-Floor Covering, Vinyl, Frt & RR, Full Width
B9C-VEHICLE GM PROD WEEK 03	C36-Heater, Rear Auxiliary
C60-Air Conditioning, Front Manual	C69-Air Conditioning, Rear
C6P-GVWR--8600 LBS	C99-SWITCH INFL RST I/P MDL MAN SUPPRESSION
CBI-GVWR--10,000 lbs and under	DE5-Mirrors, Outside Heated Power- Adjustable, Black
DH6-Mirrors, Visor LH/RH Pass. Illum. Sunshade	DRJ-Rearview Mirror, Partial Video Display
E24-Door, Swing-Out Pass. Side 60/40 Split	EF7-Country Code - USA
FHO-Vehicle Fuel--Gasoline E10	FLT-Fleet Processing Option
G80-Differential, Locking, Heavy-Duty, Rear	GAZ-Summit White
GU6-Rear Axle, 3.42 Ratio	JL4-StabiliTrak, Stability Control System
K34-Cruise Control	KC4-Cooling, External Engine Oil Cooler
KG4-Alternator, 150 Amp	KI4-110 Volt Electrical Receptacle, In Cab
LV1-Engine, Gas 6 cyl, 4.3L	MAH-MARKETING AREA US, PUERTO RICO/USVI
MTH-Transmission, 8-Speed Automatic	N33-Tilt-Wheel
NE1- CO/CT/DE/MA/MD/MN/NJ/NV/NY/OR/PA/RI/VA/ WA Emissions	NE8-EVAPORATIVE SYSTEM LEVEL 3 EMISSIONS
QB5-Wheel 16 X 6.5, Steel	R6D-Bid Assistance
R7M-Processing Code	R9N-Interior Trim Pricing Code
TR9-Auxiliary Lighting	U0F-Audio System, AM/FM Stereo with MP3 Player
U80-Compass	UD7-Rear Park Assist
UE1-OnStar and Chevrolet Connected Services Capable	UJM-Tire Pressure Indicator
UTJ-Theft Deterrent System	UVC-Rear Vision Camera
V8D-Vehicle Statement U.S.	VK3-License Plate Mounting Provisions, Front
VQ2-Fleet Program	WMZ-2025 Model Year
X88-Chevrolet	XLP-Tires, Front LT245/75R16E All-Season, B/W
YK6-SEO Identifier	YLP-Tires, Rear LT245/75R16E All-Season, B/W
ZLP-Tires, Spare LT245/75R16E All-Season, B/W	ZQ2-Power Convenience Package
ZQ3-Driver Convenience Package	ZW6-Glass, Full Body
ZW9-Standard Body	ZX5-Seating, 12 Passenger
ZY1-Paint, Exterior Solid	

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.