

SOLAR GLASS INC.

ISLAND PARK, NY 11558
4030 AUSTIN BLVD
ISLAND PARK, NY 11558
PH: 516-889-1514***FX: 516-432-9013

PROPOSAL

DATE

4/14/25

CUSTOMER NAME/ADDRESS		JOB INFORMATION	
CITY OF LONG BEACH ONE WEST CHESTER STREET LONG BEACH, NY 11561 ATTN: TOM CANNER		BPNC23000015 RECREATION BLDG LONG BEACH, NY	
FROM	FAX	PHONE #	EMAIL
STEVE SALERNO		204-5858	tanner@longbeachny.gov

Description	Total
CYCLE ROOM REMOVE AND REPLACE ALUMINUM DOORS SUPPLY (1) 3'0" X 7'0" NARROW STYLE DOOR AND FRAME WITH OPERABLE 24" PANEL, (1) NABCO GT-630 LOW ENERGY 36" OPERATOR - AUTO OPERATOR WITH PUSH BUTTON SWITCH	7,650.00
EXTERIOR DOOR SUPPLY AND INSTALL (1) NABCO GT-630 OPERATOR AND PUSH BUTTON SWITCH, (1) 36" OPERATOR INSTALLED ON ACTIVE DOOR, (1) INTERIOR SWITCH, (1) EXTERIOR BOLLARD MOUNTING POST WITH SWITCH SERVICE, ADJUST EXISTING DOORS FOR GOOD OPERATION TO ACCEPT NEW OPERATOR	4,100.00
INTERIOR VESTIBULE DOOR SERVICE AND ADJUST DOORS AND FRAME, CHANGE HINGE, ON EXISTING DOORS SUPPLY AND INSTALL (1) 36" NABCO GT-630 OPERATOR WITH PUSH BUTTON SWITCH	4,100.00
WEIGHT ROOM SERVICE AND ADJUST DOORS AND FRAME, CHANGE HINGE, ON EXISTING DOORS SUPPLY AND INSTALL (1) 36" NABCO GT-630 OPERATOR WITH PUSH BUTTON SWITCH	4,100.00
MENS LOCKER ROOM SUPPLY AND INSTALL NEW 36" NABCO GT-630 OPERATOR AND PUSH BUTTON SWITCH, INSTALLED ON EXISTING DOOR	3,900.00
MENS CHANGING ROOM SUPPLY AND INSTALL NEW 36" NABCO GT-630 OPERATOR AND PUSH BUTTON SWITCH, INSTALLED ON EXISTING DOOR	3,900.00

We propose to hereby furnish material and labor, complete in accordance with the above specifications. 50% DEPOSIT - 50% DUE UPON COMPLETION OF JOB unless otherwise agreed to. All material is guaranteed to be as specified. Any alteration or deviation from the above specs involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workers Comp Insurance. The above prices, specs and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. PLEASE SIGN YOUR APPROVAL TO PROCEED.

SUB TOTAL

Sales Tax (0.00)

TOTAL

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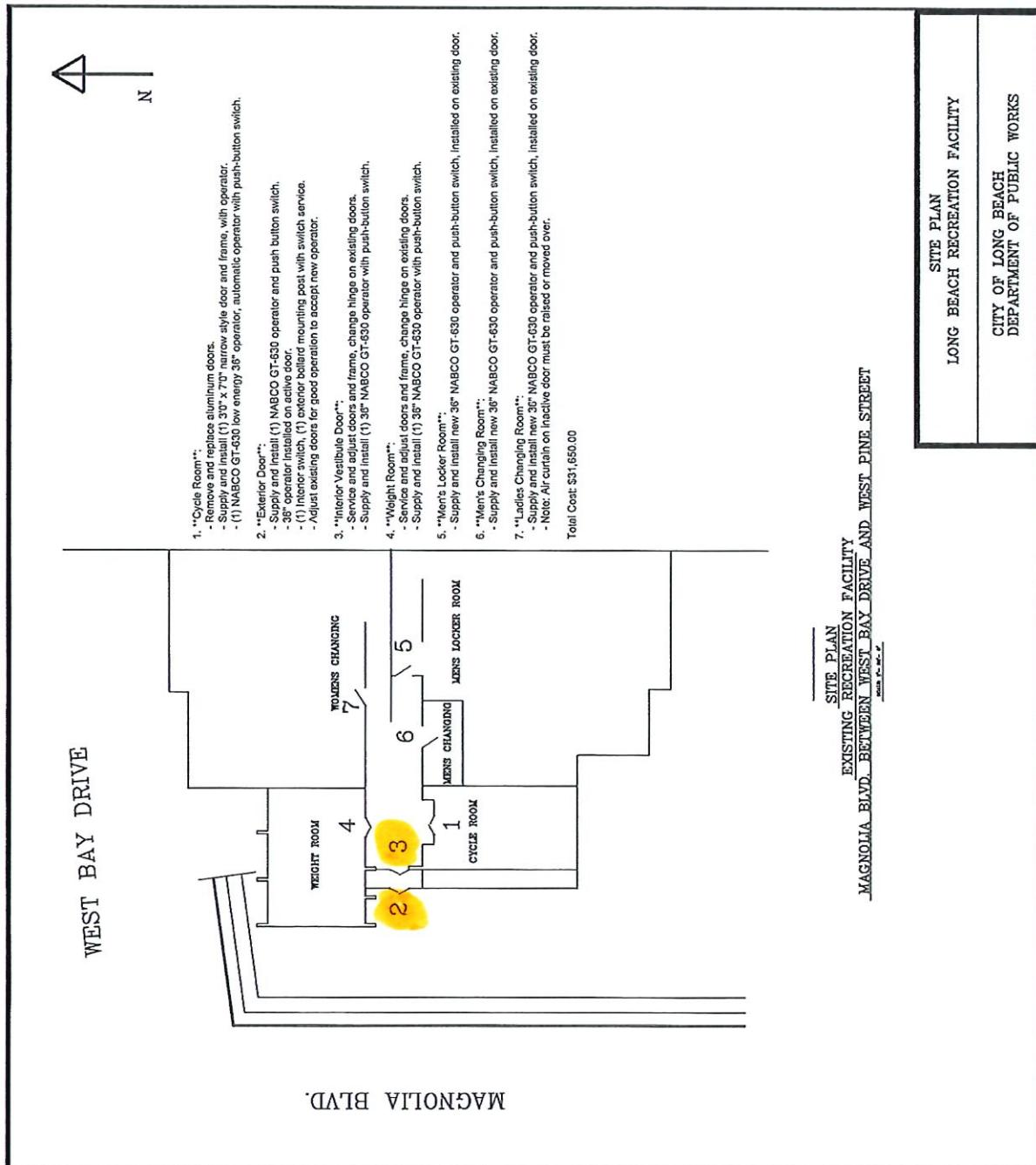
4/14/25

CUSTOMER NAME/ADDRESS		JOB INFORMATION	
CITY OF LONG BEACH ONE WEST CHESTER STREET LONG BEACH, NY 11561 ATTN: TOM CANNER		BPNC23000015 RECREATION BLDG LONG BEACH, NY	
FROM	FAX	PHONE #	EMAIL
STEVE SALERNO		204-5858	tanner@longbeachny.gov

Description	Total
LADIES CHANGING ROOM SUPPLY AND INSTALL NEW 36" NABCO GT-630 OPERATOR AND PUSH BUTTON SWITCH, INSTALLED ON EXISTING DOOR NOTE: AIR CURTAIN ON INACTIVE DOOR MUST BE RAISED OR MOVED OVER EXCLUSIONS: POWER AND CONNECTION TO OPERATOR BY OTHERS	3,900.00

We propose to hereby furnish material and labor, complete in accordance with the above specifications. 50% DEPOSIT - 50% DUE UPON COMPLETION OF JOB unless otherwise agreed to. All material is guaranteed to be as specified. Any alteration or deviation from the above specs involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workers Comp Insurance. The above prices, specs and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. PLEASE SIGN YOUR APPROVAL TO PROCEED.

SUB TOTAL	\$31,650.00
Sales Tax (0.00)	\$0.00
TOTAL	\$31,650.00





General purpose lighting that's pocket friendly.

Color: Bronze

Weight: 7.6 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current	Watts	87W
120V	0.74A	Color Temp	3000K (Warm)
208V	0.42A	Color Accuracy	82 CRI
240V	0.37A	L70 Lifespan	50,000 Hours
277V	0.34A	Lumens	11,153 lm
	Input Watts 89.7W	Efficacy	124.3 lm/W

LED Info

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations. Suitable for ground mounting.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:

Ingress protection rating of IP65 for dust and water

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.

DLC Product Code: PV30GXH

Electrical

Driver:

Constant Current, 120-277V, 50/60 Hz, 120V: 0.74A, 208V: 0.42A, 240V: 0.37A, 277V: 0.34A

Dimming Driver:

Driver includes wiring for 0-10V dimming systems. Dim as low as 10%.

THD:

3.36% at 120V, 4.56% at 277V

Power Factor:

99.7% at 120V, 99.7% at 277V

Optical

NEMA Type:

NEMA Beam Spread 7H x 7V

LED Characteristics

LEDs:

Long-life, high-efficacy, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

EPA:

1

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Housing:

Precision die-cast aluminum

Lens:

Tempered glass

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Tilt Increment:

Rotates in 6 degree increments

Performance

Lifespan:

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

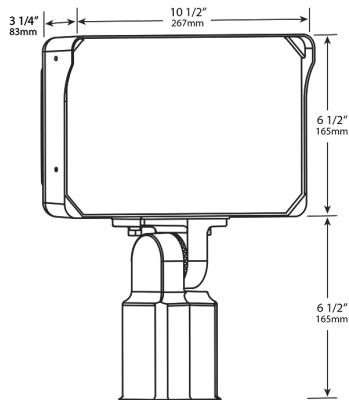
Installation

Mounting:

Slipfitter with tilt angle in 10° increments

Technical Specifications (continued)**Other****5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Dimensions**Features**

Versatile, general-purpose floodlight

7H x 7V NEMA distribution

0-10V dimming

IP65 rating protects against dust and water

50,000-Hour LED lifespan

Ordering Matrix

Family	Lumen Packages (values are nominal)	Mounting	CRI/Color Temp	Finish	Driver
X34	-	100L	SF	-830	/U
	100L = 11,000lm, 87W 150L = 18,000lm, 130W 195L = 20,000lm, 160W	SF = Slipfitter T = Trunnion	Blank = 80 CRI, 5000K -840 = 80 CRI, 4000K -830 = 80 CRI, 3000K	Blank = Bronze W = White	/U = 120-277V, 0-10V Dimming



POLICE DEPARTMENT
COUNCIL RESOLUTION REQUEST

TO: Daniel Creighton, City Manager
Frank Dikranis, Corporation Counsel
Inna Resnick, City Comptroller

FROM: Richard DePalma, Acting Commissioner of Police

SUBJECT: Resolution Request: New Dispatch Center Furniture Purchase

DATE: April 24, 2025

This office respectfully requests that a City Council Resolution be prepared for Tuesday, May 6, 2025.

The Department is submitting a request to purchase new desks for the City of Long Beach Police Department's newly reconstructed dispatch center. The console furniture chosen is designed specifically for dispatch operations allowing for optimal comfort and workspace, technical integration and equipment storage as is necessary.

This purchase will be funded through a 2024 Capital Budget Line utilizing Nassau County IMA grant funds (\$355,200) and will piggyback on an HGAC contract (see attached).

H1024-52333 Police-Technology Equip/Upgrade \$58,376.00

CC: Steven Pambianchi

REQUEST FOR PROPOSAL

EC07-23

911 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE AND SERVICES

Houston-Galveston Area Council

3555 Timmons Ln

Houston, TX 77027

RELEASE DATE: April 7, 2023

DEADLINE FOR QUESTIONS: April 21, 2023

RESPONSE DEADLINE: May 18, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/h-gac>

Houston-Galveston Area Council
REQUEST FOR PROPOSAL
911 Equipment & Emergency Notification Software and Services

I.	Summary and Timeline
II.	Scope of Work/Specifications
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XII.	Inquiries / Clarifications / Modifications / Submission
XIII.	Presentation / Demonstration / Interview and Best and Final
XIV.	Approval / Final and Post Award.....
XV.	Debrief / Protest

Attachments:

C - HGACBuy Solicitation T&Cs

1. SUMMARY AND TIMELINE

1.1. Summary

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described in this Solicitation. Texas Local Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide cooperative contract products and services to Texas local governments and in other states if their statutes allow. With that authority, H-GAC makes varied categories of contracted products and services available.

1.2. Background

About the Cooperative

H-GAC is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 4500 local government participants in Texas and other States (Customers) which include cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program if their state law allows. There is no cost to join and become a member of the H-GAC Cooperative Purchasing Program.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Customer (local governments and certain non-profits) and HGACBuy and gives the Customer access to HGACBuy contracts.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252 and/or other applicable State of Texas or Federal procurement requirements. Products and services are contracted after having been subjected to either a competitive bid (ITB); competitive proposal (RFP); or Request for Qualification and Pre-Qualification (RFQ) depending on the category type.

Contracts are blanket type, usually for a term of two (2) or three (3) years. Use of HGACBuy for purchases by any Customer is strictly at the discretion of that entity. Customers issue purchase orders and pay the HGACBuy Contractor directly. The Customer also sends HGACBuy a copy of the purchase order and the Contractor is responsible for reporting the sale to HGACBuy as a contract requirement.

1.3. Timeline

Date Issued:	April 7, 2023
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Pre-Proposal/Bid Conference Date: (Non-Mandatory)	April 19, 2023, 10:00am The virtual meeting will be held using Zoom, registration is required. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register: https://us06web.zoom.us/meeting/register/tZUvf-6pqT0oGNRrJ5lavhw-SDPRin0y0fO1 It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.
Questions Deadline:	April 21, 2023, 12:00pm
Closing Date/Submission Deadline:	May 18, 2023, 12:00pm
Estimated Board Approval Date:	June 20, 2023
Estimated Contract Start Date:	July 1, 2023

2. SCOPE OF WORK/SPECIFICATIONS

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

2.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, distributors, installers and service providers of 911 Equipment & Emergency Notification Software and Services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. H-GAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911 / Public Safety Answering Points (PSAP) needs.

2.2. Categories

This Solicitation is divided into four (4) separate but related categories (A-D). Respondent is advised to offer a wide array, or catalog, of products within each category listed below. When submitting a response, Respondent may choose to give a response on any, or all, of the categories. No additional weighted value will be given to a respondent who responds to more than one or all categories listed.

- A. **Equipment:** Fixed/portable PSAP workstation/terminal equipment; emergency notification equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable, etc.
- B. **Software:** 911 records management, emergency notification software; Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one-time fee accrual process).
- C. **Furniture:** Consoles, chairs, etc.
- D. **Other:** 911 related equipment, systems and services not otherwise specified.

2.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

- A. Meet all applicable requirements of federal, state and local laws and regulations, including most current edition of NENA Minimum Standards for Emergency Telephone Notification Systems, and NENA Technical Standards:
 - o 01-Technical Standards Administration; 02-Technical Data; 03-Technical Network; 04-Technical PSAP;05-Wireless; 06-Technical ALEC & Private Switch.
- B. Be manufacturer's normal offering with all standard features and functions and performance levels.
- C. Be ready for turn-key operation upon delivery.
- D. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Fee Schedule and may not be sold through this contract.

2.4. Minimum Requirements

Standard Equipment & Accessories

All products must be the manufacturer's complete standard equipment and accessories, with all basic features as shown in the manufacturer's printed literature, except as may be explicitly modified by these specifications, or by an H-GAC Member.

Installation

Options submitted with response are assumed inclusive of standard installation. Respondent must indicate otherwise and include a fee for installation. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation means the system is fully operational. If additional installation is needed by Customer, the Contractor must list, on their Customizations Categories Form, a Not to Exceed hourly rate by title or personnel qualification for hardware or software installation.

Warranty, Service, and Maintenance

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- A. Contractor must furnish with response and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- B. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).

- C. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- D. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer. Any warranty work must be completed within ten (10) calendar days after the receipt of the vehicle by the Contractor without cost to H-GAC or the Customer.

2.5. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

2.6. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services

reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

3. ADDITIONAL RESOURCES

3.1. Reference Websites

- HGACBuy Website – <https://www.hgacbuy.org>
- HGACBuy Open Solicitations – <https://www.hgacbuy.org/bid-notices>
- HGACBuy Sample Contract – <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>
- HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation. Only information supplied in this Solicitation or by a Letter of Clarification posted to the HGACBuy website should be used in the preparation of a submission.

The actual final contract will be the same or nearly the same as the sample, however H-GAC reserves the right to update the actual contract as required for program or regulation requirements. Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.

4. SOLICITATION REQUIREMENTS

Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation:

4.1. Contractor Orientation and Training

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

4.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at:
<https://www.hgacbuy.org/marketing>

4.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

4.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

4.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

4.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

4.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. **Note: Respondent can only be a party to one response structure.**

- A. **Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. **Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the

Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees.

4.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

4.9. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 2% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

4.10. HGACBuy Contractor / HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the

Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.

- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.
- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

5. CONTRACT TERM / MULTIPLE AWARDS / USAGE

Contract Term: H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

Multiple Awards: H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

No Guarantee of Usage: H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

6. GOAL FOR DBE CONTRACTING

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>.

Contractor agrees to work with and assist HGACBuy Customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

7. SUBMISSION CONTENTS

Submissions must include the information described below. Staff resumes, and any additional forms, can be included as an appendix to the submittal and do not count towards any section page limits noted below.

7.1. Pricing

Complete Percentage Discount Table. Pricing must be provided in a percentage discount format which clearly indicates the percentage off from Manufacturer's Suggested Retail Price (MSRP) or List price that HGACBuy members would pay if purchasing from this contract. Submit the product catalog / price list. Respondents who are awarded contracts for these products/services will be required to provide HGACBuy updated comprehensive price lists for all base models and options included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract. Pricing for options must clearly show the net effect to the price of the base product if choosing such option.

Customization Categories

Complete Customization Categories Table. Respondent will complete the Customization Categories Table for those special/custom options that are not classified as "Manufacturer Standard Options", and which may be required to address custom configurations. Respondent must group these options into broad categories and include specific options they would like to price within each of these customization categories. Respondent may quote as many categories as deemed necessary to cover any customization that may be requested. Each category must be numbered and named accordingly. Include a Not to Exceed hourly rate, by title or personnel qualification, for hardware or software installation.

Any travel associated expenses that may be incurred for additional offered services must be priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <https://www.gsa.gov/travel-resources>.

Note: "Unpriced/unpublished" options cannot be quoted on the Percentage Discount Table and may not be sold through this contract.

7.2. Distinguishing Services and Practices

Submit detail outlining to what extent Respondent can demonstrate and document services or practices that may serve to elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Include at least the following:

- A. Sales office locations
- B. Factory and Service Center Locations
- C. Technical and maintenance services provided after a sale, and on what basis.
- D. Warranties, policies and procedures for handling problems and returns.

- E. Customer training provided, and on what basis.
- F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website.

7.3. Geographic Areas Served

Complete the Geographic Areas Served Form.

7.4. Planned Authorized Distributors (As Applicable)

Complete the Planned Authorized Distributor Form.

7.5. Business History, Viability, Bankruptcies, and Organizational Structure

Submit Business Practices and Operations Form.

8. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Responsiveness</p> <p>Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.</p>	N/A	N/A
2.	<p>Pricing</p> <p>Price is competitive and all information is completed on the pricing table as set out in the pricing section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: https://www.gsa.gov/travel-resources</p>	0-5 Points	40 <i>(39.6% of Total)</i>

3.	<p>Distinguishing Services and Practices</p> <p>Details outlining to what extent Respondent can demonstrate and document services or practices that elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Information provided about any awards or recognitions received for quality, customer service, etc. Include at least the following:</p> <ul style="list-style-type: none"> A. Sales office locations B. Factory and Service Center Locations C. Technical and maintenance services provided after a sale, and on what basis. D. Warranties, policies and procedures for handling problems and returns. E. Customer training provided, and on what basis. F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website. 	0-5 Points	20 <i>(19.8% of Total)</i>
4.	<p>Geographic Areas Served / Authorized Distributors</p> <p>Detailed information about geographic coverage is provided and demonstrates the ability to meet the needs of Customers throughout the United States.</p> <p>If applicable, information about dealer and service network (nationwide) is provided and describes how it will be used to promote this program and provide products/services to H-GAC members nationwide.</p>	0-5 Points	20 <i>(19.8% of Total)</i>

5.	<p>Business History, Viability, Bankruptcies, and Organizational Structure</p> <p>Completed Business Practices and Operations Form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the ability to effectively support this contract and HGACBuy members' needs; information is provided related to organizational structure, and includes key staff responsibilities. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, plus safety and insurance claims with which Respondent has been involved during the past three (3) years.</p>	0-5 Points	10 (9.9% of Total)
6.	<p>Past Performance</p> <p>An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. <u>Those with no history will receive the maximum for this criterion.</u></p> <p>NOTE: For joint responses, each party will be scored as outlined above and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.</p> <p>Performance Measures (2% each)</p> <ul style="list-style-type: none"> • Timely and accurate response to request for information and/or request for quotes/pricing • Timely delivery of product or services (as quoted at time of order placement) • Quality of products/service • Timely and accurate submission of Contractor's Activity Report • Timely payment of order processing charge 	0-5 Points	10 (9.9% of Total)

9. PRICING PROPOSAL

PERCENTAGE DISCOUNT

Pricing must be provided in a percentage discount format which clearly indicates the percentage off from Manufacturer's Suggested Retail Price (MSRP) or List price that HGACBuy members would pay if purchasing from this contract.

Category	Description	Unit of Measure	Discount (%)	No Bid
A - Equipment	Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable.	Percentage		
B - Software	911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc.	Percentage		
C - Furniture	Consoles, chairs, etc.	Percentage		
D - Other	911 related equipment, systems and services not otherwise specified.	Percentage		

CUSTOMIZATION CATEGORIES

Respondent shall provide a price range for each Category, and pricing must specify the minimum and maximum price range (\$) for that specific category. This price range will apply to all options within the category. Note: The sum of all Category Options cannot exceed 25% of the total price (Base model items + Published Options) on the H-GAC Contractor Pricing Worksheet.

Category	Customization Description	Unit of Measure	Price Minimum	Price Maximum
Example C - Furniture	**Example** Color powder coating	Price Range		

10. REQUIRED DOCUMENTS

10.1. Sig nature Page*

Please download the below documents, complete, and upload.

- [Signature Page - HGACBuy.pdf](#)

*Response required

10.2. Su mmary Letter*

This letter must include a summary of key aspects of the contractor's qualifications and must indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed products and services meet all requirements of this Solicitation.
(Maximum 1 page)

*Response required

10.3. Sm all and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation*

Please download the below documents, complete, and upload.

- [Small-and-Minority-Business...](#)

*Response required

10.4. Pr oduct Catalog / Price List*

Submit the product catalog / price list.

*Response required

10.5. Dis tinguishing Services and Practices*

Submit detail outlining to what extent Respondent can demonstrate and document services or practices that may serve to elevate it beyond the average/minimum standards/other Respondents and foster an atmosphere of quality and high performance in its organization. Include at least the following:

- A. Sales office locations
- B. Factory and Service Center Locations

- C. Technical and maintenance services provided after a sale, and on what basis
- D. Warranties, policies and procedures for handling problems and returns
- E. Customer training provided, and on what basis
- F. Website presence and functionality available to End Users. Include any automated order entry process and/or billing and payment capability available on your website.

*Response required

**10.6. Ge
ographic Areas Served***

Please download the below documents, complete, and upload.

- [Geographic-Areas-Served.pdf](#)

*Response required

**10.7. Pla
nned Authorized Retailers Distributors Dealers Form***

Please download the below documents, complete, and upload.

- [Authorized-Dealer-Distribut...](#)

*Response required

**10.8. Bu
siness Practices and Operations***

Please download the below documents, complete, and upload.

- [Business_Practices_and_Oper...](#)

*Response required

**10.9. W
arranty, Service, and Technical Manuals***

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

*Response required

**10.10.....Ad
dditional Information**

Submit additional information not already outlined which Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

**10.11.....Co
ntractor Status and Contact Form***

Please download the below documents, complete, and upload.

- [Contractor-Status-and-Conta...](#)

*Response required

**10.12.....Ce
rtification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts***

Please download the below documents, complete, and upload.

- [Certification-Regarding-Deb...](#)

*Response required

**10.13.....Ce
rtification Regarding Lobbying***

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please confirm

*Response required

**10.14.....Ce
rtification Regarding Drug-Free Workplace Requirements***

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Please confirm

*Response required

**10.15.....Fili
ng Reports Form 1295 Certificate of Interested Parties***

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>

- [1295.pdf](#)

*Response required

10.16.....Co
nflict of Interest Questionnaire*

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website.

Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

- Please confirm

*Response required

10.17.....No
Excluded Nation or Foreign Terrorist Organization Certification*

Please download the below documents, complete, and upload.

- [No-Excluded-Nation-Foreign-...](#)

*Response required

10.18.....HB
89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form*

Please download the below documents, complete, and upload.

- [HB89-SB52-Verification-Form...](#)

*Response required

10.19.....Sol
icitation Terms and Conditions Confirmation*

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the attachments.

- Please confirm

*Response required

11. EVALUATION / SELECTION / TIE BIDS

Evaluation: An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation.

Selection: Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **75** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

Tie Bids: H-GAC may award a contract for tie bids by drawing lots or by awarding to multiple contractors. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing must be witnessed by at least three (3) persons and the contract file must contain the names and addresses of the witnesses and the person supervising the drawing. When an award is made by drawing by lot after receipt of equal low bids, the buyer must describe how the tie was broken by providing a written statement that the contract award was made in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot. This does not prohibit H-GAC from rejecting all bids.

12. INQUIRIES / CLARIFICATIONS / MODIFICATIONS / SUBMISSION

Inquiries: Respondents must submit questions by the Questions deadline, any questions received after the deadline will not be answered. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

Clarifications: All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification/Addenda. Verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. Only information supplied by a Letter of Clarification/Addenda should be used in preparing a response. H-GAC does not assume responsibility for the receipt of any Letters of Clarification/Addenda by Respondent(s). Respondents must periodically check for updates.

Modifications: Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Respondents may modify submissions that have already been submitted by providing a written modification to H-GAC. However, no submissions may be modified after the deadline.

Submission: Recording of proposal submission time and date will occur via OpenGov. Submissions uploaded after the deadline will not be accepted or opened. Responses may be submitted any time prior to the submission deadline. To satisfy any required public opening, H-GAC will post only the names of the companies which submitted responses to the H-GAC website (<http://www.h-gac.com/procurement>) as soon as possible after the closing date.

13. PRESENTATION / DEMONSTRATION / INTERVIEW AND BEST AND FINAL

Presentation / Demonstration / Interview: The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

Best and Final Offer (BAFO): H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

14. APPROVAL / FINAL AND POST AWARD

A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements.

15. DEBRIEF / PROTEST

Requesting a Debrief: Requests for a debriefing must be made in writing to HGACBuySolicitations@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Resolution of Protested Solicitations: Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.



All Service Controls Corp.
2897 Stevens Street
Oceanside, New York 11572

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

A handwritten signature in black ink that reads "Shaun McCready".

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

All Service Controls Corp.

2897 Stevens Street

Oceanside, New York 11572

Phone Number: 5167643473

Registration Number: 25-641LJ-CR

Date of Issue: 2025-02-05

Expiration Date: 2027-02-05

(This license is valid only for the contractor named above)



Roberta Reardon
Commissioner
New York State Department of
Labor



Quotation

PROJECT #:	PN-10779-01	Option: 3
REVISION:	B	
PROJECT NAME:	City of Long Beach Police Department Communications Center	

russbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QUOTE DATE: 4/29/2025
 EXPIRATION DATE: 7/28/2025

CUSTOMER: City of Long Beach Police Department
 CONTACT: Christopher Larocca
 ADDRESS: 1 W Cherst St
 Long Beach, NY 11561
 PHONE: 732-695-9590
 FAX:
 EMAIL: clarocca@techenvironments.net

DEALER: Technical Environment Solutions
 CONTACT: Christopher Larocca
 ADDRESS: 1500 Roller Rd
 Wayside, NJ 07712
 PHONE: 732-695-9590
 FAX:
 EMAIL: clarocca@techenvironments.net

SALES EXECUTIVE: John Wegley
 ADDRESS: 8189 Byron Rd
 Whittier, CA 90606
 PHONE: (814) 528-4459
 EMAIL: jwegley@russbassett.com

10425

QTY	PART NUMBER	DESCRIPTION	HGAC	Buy PRICE	EXTENDED
AREA: 1				AREA 1 TOTAL: \$	35,426.00
2	WAC-PWR-POLE-TC-84	Power Pole, Top Cap Mount, 84"	\$	193.78	\$ 387.56
4	WAC-PAN-0718	7" PC Pan for 7" Wall, 18" Long	\$	55.78	\$ 223.12
1	WAC-FWL-SW-B	Footwell Light, Slatwall Console, Blue	\$	138.00	\$ 138.00
3	WAC-CO-6D	Convenience Outlet Plate, 6 Data Ports	\$	86.83	\$ 260.49
2	WAC-AMB-SW-L-72-B	Ambient Light, Slatwall, Linear, 72", Blue	\$	207.58	\$ 415.16
1	WAC-AMB-SW-L-54-B	Ambient Light, Slatwall, Linear, 54", Blue	\$	173.08	\$ 173.08
2	FWS-SLS-3672-N-W	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 72L	\$	783.73	\$ 1,567.46
1	FWS-SLS-3654-N-W	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 54L	\$	635.38	\$ 635.38
1	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	\$	602.03	\$ 602.03
1	FWS-FRE-3618-W	Work Surface, Rectangle, 36D x 18L	\$	453.68	\$ 453.68
2	FTC-0772-S-S	Flex Top Cap, 7D x 72W, Solid, Square	\$	194.35	\$ 388.70
1	FTC-0754-S-S	Flex Top Cap, 7D x 54W, Solid, Square	\$	173.65	\$ 173.65
1	FTC-0742-S-S	Flex Top Cap, 7D x 42W, Solid, Square	\$	159.85	\$ 159.85
1	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	\$	152.38	\$ 152.38
1	FTC-0718-PP-S	Flex Top Cap, 7D x 18W, Power Pole Receiver, Square	\$	224.25	\$ 224.25
1	FTC-0712-PP-S	Flex Top Cap, 7D x 12W, Power Pole Receiver, Square	\$	207.58	\$ 207.58
1	FSW-07-5442-EMT-SSP	Flex Wall, 07D, 54L x 42H, Empty Side A, Sit-Stand Powder Side B	\$	460.00	\$ 460.00
1	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	\$	466.33	\$ 466.33
4	FSW-07-3642-EMT-SSP	Flex Wall, 07D, 36L x 42H, Empty Side A, Sit-Stand Powder Side B	\$	418.60	\$ 1,674.40
1	FSW-07-1842-EMT-SWN	Flex Wall, 07D, 18L x 42H, Empty Side A, Slatwall Side B	\$	424.93	\$ 424.93
2	FSS-LS-72	Flex Sit-Stand, Linear, 72W, Single Lift	\$	3,966.93	\$ 7,933.86
1	FSS-LS-54	Flex Sit-Stand, Linear, 54W, Single Lift	\$	3,750.73	\$ 3,750.73
1	FPT-363628-PD-L-N-F	Flex Technology Pedestal, 36D x 36W x 28H, Pair of Doors, No Lock, Fixed S	\$	680.80	\$ 680.80
1	FPT-361828-LD-L-N-F	Flex Technology Pedestal, 36D x 18W x 28H, Left Swing, No Lock, Fixed She	\$	461.15	\$ 461.15
1	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$	276.00	\$ 276.00
2	FEC-ASL-0742-R-L	Flex Right End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Lam	\$	362.25	\$ 724.50
1	FEC-ASL-0742-L-L	Flex Left End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Lam	\$	362.25	\$ 362.25
2	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	\$	238.05	\$ 476.10
1	DAC-PCS-FLX	Flex Personal Comfort System, Heat & Air	\$	1,500.18	\$ 1,500.18
2	DAC-PCS-FLX	Flex Personal Comfort System, Heat & Air	\$	1,500.18	\$ 3,000.36
8	DAC-MA-11-SW-75E-HD	Monitor Arm, Fully Articulating, 1 Over 1, Weight Range 10-40 lbs	\$	500.25	\$ 4,002.00

Quotation

PROJECT #:	PN-10779-01	Option: 3
REVISION:	B	
PROJECT NAME:	City of Long Beach Police Department Communications Center	

 **russbassett**
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
3	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 317.40	\$ 952.20
3	DAC-CUPHLDR-US-R	Cup Holder, Under Surface, Rotating	\$ 114.43	\$ 343.29
14	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 41.98	\$ 587.72
3	DAC-CO-CHRG-A-C	Charging Station Keystone, USB A - C	\$ 132.25	\$ 396.75
3	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 55.78	\$ 167.34
3	DAC-AMB-DMR-S	Ambient Light Dimmer Switch, Slatwall	\$ 207.58	\$ 622.74

HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). Effective Dates 8/1/2023 - 6/30/25.

Prices shown herein are Net (discount applied) unless otherwise noted.

Product Total: \$ **35,426.00**

Delivery Services: \$ 5,750.00

Russ Bassett Installation Services includes Prevailing Wage: \$ 9,200.00
 Reinstallation of Zetron MAX Radio Console and Motorola E911 System: \$ 8,000.00

Total Due \$ **58,376.00**



CITY OF LONG BEACH INTER-OFFICE MEMO

TO: Daniel Creighton, City Manager
Phil Ragona, Deputy City Manager
Frank Dikranis, Corporation Counsel
Joe Brand, Commissioner of Parks & Recreation

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: ***Request for Proposals – RFP#2025-157 Professional Race Timing & Event Services***

DATE: May 12, 2025

As you may be aware, the City issued an RFP for the above services which was returnable this morning at 11:00 am in that the prior contract expired. We received 1 response from that prior awarded vendor, Elite Feats, Inc., 50 Scotch Pine Drive, Islandia, NY 11749. The new pricing remains the same as the prior contract.

A copy of their response is attached, along with the RFP and prior contract. The RFP lists 7 race events annually.

Elitefeats Annual Fee Proposed (based on a one year agreement) is: \$1,000 per event with a \$2 fee per run registrant and \$3 fee per swim/biathlon registrant,

We use the Recreation Contracted Services line for these service (A71400.54440).

Please advise.

Thank you!

Cc: Steven Pambianchi, Assistant Corporation Counsel
Sarah Nicholas
Mindy Abrams

CITY OF LONG BEACH



Request for Proposals for Professional Race Timing & Event Services

RFP#2025-157

CITY COUNCIL

Brendan Finn, President
Christopher Fiumara, Vice President
John D. Bendo
Roy Lester
Michael Reinhart

CITY MANAGER

Daniel Creighton

CORPORATION COUNSEL

Frank Dikranis, Esq.

Purchasing Department

City Hall • 1 West Chester Street • Long Beach, New York 11561
(516) 431-1006 (P)
Purchasing@longbeachny.gov • www.longbeachny.gov

IMPORTANT NOTE TO POTENTIAL PROPOSERS: Receipt of these RFP documents does not indicate that the City of Long Beach (the “City”) has pre-determined your company’s qualifications to receive a contract award. Such determination will be made after the review of Proposals received and will be based on our evaluation of your submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO PROPOSERS

SEALED REQUESTS FOR PROPOSALS will be received by the Purchasing Agent of the City of Long Beach, on the 12th day of May, 2025, at 11:00 a.m. (the “Submission Date”), or as extended, for:

Professional Race Timing & Event Services

The public will have an opportunity to see and hear the bid opening live at:

<https://www.youtube.com/c/cityoflongbeachNYOFFICIAL>

Proposals may be mailed or delivered to the Purchasing Agent, 1 West Chester Street, Room 509, Long Beach, New York 11561, provided the Proposal is actually received by the Purchasing Department prior to the Submission Date.

All Proposals must be sealed and submitted in an envelope clearly marked “***Professional Race Timing & Event Services***”.

All PROPOSERS MUST complete the required Bidder’s Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Proposer is currently executing work for the City.

The City reserves the absolute right to reject any and all Proposals, and to waive any informalities therein.

A Proposal submitted by a Proposer who is not in full compliance with the provisions of the City Charter and Code of Ordinances at the time of submission will be denied.

The City will not accept Proposals from, nor award an agreement to, anyone who cannot prove to the satisfaction of the City that the Proposer has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

DANIEL CREIGHTON
CITY MANAGER

DATED: Long Beach, New York
April 22, 2025

CITY OF LONG BEACH

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General

The City of Long Beach (the “City”), is soliciting requests for proposals (RFP) from qualified Professional Race Timing & Event Service providers and must include all labor, materials, personnel and equipment needed to provide race timing and event service support for the City’s Annual Race Series. Interested parties must demonstrate qualifications, experience, abilities and costs associated to accomplish and support all aspect of the prescribed scope of work.

Race events take place throughout the year, with a vigorous summer season campaign. The City’s Annual Race Series schedule includes, but may not be limited to:

- February Snowflake 4 Mile Race;
- Memorial Day Weekend 10 Mile Race To Remember;
- Fabulous 4th Of July 1k & 4K Runs;
- Lifeguard Memorial 1 Mile Swim;
- Long Beach Biathlon;
- 5 Mile Labor Day Race; and
- 10K Turkey Trot

The selected vendor(s) will be required to operate according to the terms and conditions set forth in a formal agreement with the City upon award.

B. Subcontracting

No subcontracting shall be permitted without the express permission of the City.

II. SCOPE OF SERVICE

A. Event Registration and Marketing

- Create an event web page with comprehensive event information, graphics, maps, sponsor logos and links to online registration
- Create an event listing with online registration
- Provide online registration through additional websites
- Promote events with email, newsletters, etc.
- Post events on various running calendars
- Release promotional email blasts to previous participants and appropriate databases
- Provide and assemble race packets with bib numbers, pins, chips, marketing material or any additional items
- Send customized email to all participants
- Provide representatives at pre-event registration locations – assistance with late registrations, changes and problems
- Provide event accounting, detailing entries/monies collected via online registration

B. Event Consultation, Management and Event Services

- Provide consultation on course design, venue layout, timetable, volunteer needs and race execution plan
- Provide exciting and colorful finish line complete with clock structure, crowd control barriers, and flags
- Provide sound system at start/finish with music and race announcer
- Provide clocks for race time splits on course
- Provide photographer or camera to take finish line photos
- Provide post-race consultation up to and including awards presentation

C. Computer Chip Timing and Race Results Scoring Services

- Provide computer chip timing for all participants

- Provide computer chip timing system at the start/finish for net times
- Provide real time, onscreen database capabilities
- Post preliminary results onsite during the race for the athletes to review
- Provide official race results at pre-arranged time for awards ceremony
- Provide official printed results of all finishers at conclusion of race
- Email complete results to media immediately following the race
- Email personalized results to each participant with a deliverable email address immediately following the race
- Post and provide the official race result award winners by predetermined age categories complete with name, time, hometown and finish place

The award of this contract shall be made to the vendor whose proposal is deemed to be the most advantageous to the City, in accordance with the criteria set forth in the RFP.

III. PROPOSAL REQUIREMENTS

The following requirements will be made a part of any agreement entered into between the City and the selected firm(s):

1. The City reserves the absolute right to terminate the Request for Proposal at any time.
2. Sealed proposals will be received and opened at **11:00 a.m. on Monday, May 12, 2025**, in the Purchasing Department of the City of Long Beach, Room 509, One West Chester Street, Long Beach, NY.
3. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.
4. The amount proposed will be for an annual fee based on a one (1) year term, with two (2) additional options for one (1) year extensions. The determination to grant any request for an extension shall be within the sole discretion of the City and may be rejected with or without cause. The agreement with the successful proposer(s) shall commence in May, 2025 and terminate May, 2026.
5. Proposers must submit a resume in writing of their experience in the Professional Race Timing & Event Services business along with their proposal. **Unless this resume is submitted, the proposal will not be considered.**
6. The City reserves the right to reject any and all proposals if not deemed in the best interest of the City of Long Beach. The City is not obligated to accept the highest proposal and has the right to award the contract to the proposer proving the most complete experience in the Professional Race Timing & Event Services.

7. The successful proposer shall obtain a Mercantile License from the City Clerk of the City of Long Beach.
8. The successful proposer will be responsible for all permits, fees and other costs associated with the proper operation of this service.
9. The successful proposer shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the City Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of seven (7) years and shall at all times be available for audit and inspection by the City Comptroller, the City's auditors and/or duly designated City representatives.
10. The successful proposer will promptly provide a response to any requests from the City's Records Access/FOIL Officer.
11. The successful proposer shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City of Long Beach, and all respective elected and appointed officials, employees, volunteers, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Proposer or its subcontractors and/or agents, on account of personal injury, death or property loss to the City of Long Beach, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the City of Long Beach. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.
12. In any and all claims against the City of Long Beach, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the Proposer or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Proposer or their subcontractor under Workers Compensation acts, disability acts, or other employee benefit acts.
13. The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.
14. The Awarded Proposer shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring such as enumerated in the Insurance Certification Form on page 19 of this document. The firm shall furnish proof of the required insurance, as enumerated in the Insurance Certification Form which is part of this Request for Proposals, within 10 business days of being notified that it has been awarded the contract and prior to commencement of any services pursuant to the Contract; failure to furnish proof of the required insurance within the said 10 business days may result in

the City selecting the next qualified bidder. The City will not sign or execute the contract, nor authorize any work to be performed until all insurance requirements have been met and the proper insurance documents in proper form, including endorsements to policies where required, have been submitted and approved by the City.

15. Proposers must include a sworn statement setting forth whether the corporate proposer, its principals or employees (acting on proposer's behalf) have been convicted, or pled guilty to any State, Federal or Local crime or violation within the past ten (10) years. Set forth the relevant facts and circumstances surrounding said conviction. Failure to provide this statement shall result in the rejection of the proposal.

16. The City reserves the right to:

- Suspend the contract at any time due to inadequate or poor performance.
- Enter the unit and inspect same for compliance with Local, County, State and Federal Codes/Laws.
- Remove, at any time, vendor employees or persons who are violating any Federal State, or Local law or code.

IV. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

RFP Issued	April 22, 2025
Due Date for proposal submissions	May 12, 2025

B. Notification and Contract Dates

Selected Firm Notified	On or about	May, 2025
Contract Date	On or about	May, 2025

C. The City reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP including, but not limited to, the due date for receipt of proposals.

D. The City anticipates entering into a contract for Professional Race Timing & Event Services.

The following conditions apply to this RFP:

A. RFP Inquiries:

- Written inquiries concerning the RFP and its subject must be made to purchasing@longbeachny.gov. All responses to inquiries made to the City concerning this RFP will be posted on the City's website no later than

April 30, 2025. THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY INQUIRIES THAT ARE NOT MADE OR RECEIVED IN ACCORDANCE TO THIS SECTION.

B. Proposals Must Include:

- Fully completed Proposer's Qualification Statement attached as **Attachment A**, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda; and
- Fully completed Operation of Professional Race Timing & Event Services Form, attached as **Attachment B**.

C. Proposal Submission Requirements:

- To be considered, an original and five (5) hard copies of the proposal, with any attachments, addenda, etc., as well as one (1) electronic copy of the same *must* be received by the Purchasing Department, City of Long Beach, 1 West Chester Street, Room 509, Long Beach, New York 11561, purchasing@longbeachny.gov by **11:00 a.m. on May 12, 2025**. The originals shall be placed in a sealed envelope marked "**Professional Race Timing & Event Services**".

D. Reservation of Rights and Acceptance of Conditions:

- Submission of a proposal indicates acceptance by the vendor(s) of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the selected vendor(s).
- The City reserves the right to reject any and all proposals received.
- There is no express or implied obligation of the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request, and the City will not reimburse such expenses.
- During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the sole discretion of the City, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
- The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- The City reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP including, but not limited to, the due date for receipt of proposals.

V. CRITERIA USED TO EVALUATE PROPOSALS

- A. The City will approve a firm based on an evaluation of the proposals. The City reserves the right to enter into negotiations with the proposer offering the next-best value should the City be unable to negotiate and

execute a contract with the awardee. Proposals will be evaluated based on the following point system:

1. Management Capabilities	20 Points
2. Fee/Compensation Arrangement	25 Points
3. Qualifications/Experience	25 Points
4. Ability to Meet City's Needs	30 Points
5. DBE or MWBE (Bonus)	5 Points

The City may also take into account any other factors it deems necessary in evaluating each proposal.

B. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any and all proposals.

C. Minimum Service

The selection of a firm will not guarantee any minimum amount of services under the contract.

Attachment 'A'

BIDDER'S QUALIFICATIONS STATEMENT

INSTRUCTIONS:

The Bidder's Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and

Please complete **ALL FOUR** forms and submit with the Bid/Proposal.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR (4) FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF _____ %, IF ANY.**
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to make or accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the City of Long Beach pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
7. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

Yes No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the City that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the City or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:
- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
 - (b) a letter of credit reference from a recognized bank or financial institution; or
 - (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commission expires: _____

(Notary Public)

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (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.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____

Bidder's Signature

Print Name

Legal Name of Individual or Business Name of
Company/Partnership/Corporation

Bidder's Federal Tax Identification # (Do Not Use SS#)

Address

Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-(Acknowledgment for Individual)-

On _____, 20____ before me personally came _____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, and duly acknowledged to me that s/he executed the same.

(Notary Public) _____ My commission expires: _____

(Acknowledgment for Partnership)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDDING CERTIFICATION.

(Notary Public) My commission expires: _____

Acknowledgement for Corporation

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDDING CERTIFICATION, is the corporate seal, that it was affixed by order of the board of _____ of the corporation; and that deponent signed deponent's name by like order.

(Notary Public) _____ My commission expires: _____

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.
- (d) **Business Interruption Insurance:** Certificates evidencing same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the City in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the City of Long Beach has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): _____

Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

City of Long Beach, Corporation Counsel, 1 West Chester Street, Room 402, Long Beach, New York 11561

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

DATED: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.

ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM.

Attachment 'B'



Operation of Professional Race Timing & Event Services Form

Proposer's Name, Address, Phone Number and Contact Person

Annual Fee Proposed (based on a one (1) year agreement): \$_____



Dear Purchasing Department + City Manager,

Thank you for the opportunity to bid on the RFP for Professional Race Timing & Event Services.

The City of Long Beach has a long history of putting on quality races.

We are eager to provide the City of Long Beach with industry leading timing & event services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brendan Dagan".

Brendan Dagan
CEO
Elitefeats



elitefeats

EXPECT TO BE PROUD OF YOUR EVENT PARTNERSHIP

We partner with your event. Find a streamlined one-stop-shop for bibs, timing, registration, social media support, finisher photos, marketing, professional advice, sponsor support, event production, race gear + more.

EXPERIENCED TEAM

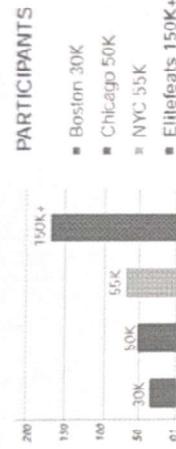


GET AN EXPERIENCED TEAM NOT A SIDE HUSTLE

We do events 52 weeks a year, seven days a week.

- ✓ 400+ annual events
- ✓ Over 150,000 participants a year
- ✓ Eight full time staff members, dozens of part time staff + decades of experience.

PROFESSIONAL CONSULTATION & FULL TIME EVENT EXPERIENCE.



More people register for elitefeats' partnered events than the NYC, Boston + Chicago Marathons combined.

EVENT SERVICES FROM FULL PRODUCTION TO A LA CARTE.

PROFESSIONAL TIMING

- Road Races
- NCAA Championships
- Track Meets
- Multi-Sport
- Cross Country
- National Championships



WE BUILD AND MAINTAIN CUSTOM REGISTRATION SITES FOR A SEAMLESS ONLINE REGISTRATION PROCESS.

A ROBUST MARKETING STRATEGY TO GROW YOUR EVENT:

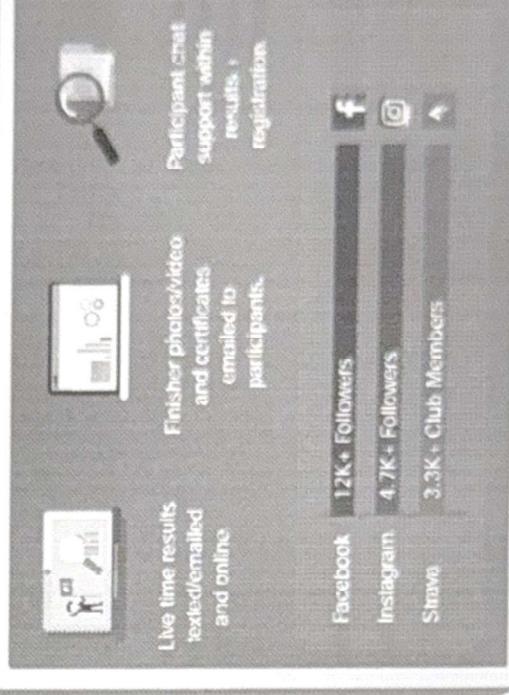
- ✓ Facebook Event
- ✓ Strava Event
- ✓ Facebook Live videos
- ✓ Email Blasts
- ✓ Event marketing within events leading up to yours

SPONSOR EXPOSURE ON DIGITAL/PRINT ASSETS.

NEED EXTRAS?



YOUR PARTICIPANTS GET THE BEST



www.facebook.com/elitefeats

elitefeats.com

www.strava.com/clubs/488091

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF 0 %, IF ANY.**
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to make or accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the City of Long Beach pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
7. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

Yes No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.



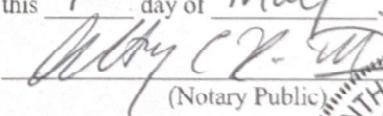
Signature

E. Itocais
Name of Bidder

CEO

Title of Person Signing

Sworn to and subscribed on

this 9th day of May, 2025

(Notary Public)



On behalf of Elite Feats Inc, I Brendan Dagan, swear that the corporate proposer, its principals or employees (acting on proposer's behalf) have not been convicted, or pled guilty to any State, Federal or Local crime or violation within the past ten (10) years.

Signature



Printed Name

Brendan Dagan

Date

5/8/25



DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

None to Report

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

No

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

None to Report

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

No

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

No

6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the City that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City. None to Rep +

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the City or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City. None to Rep +

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

None to Rep +

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:
(a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
(b) a letter of credit reference from a recognized bank or financial institution; or
(c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at Islandia, this 8th day of May, 2025.

(Signature, if Individual)

By: 

(Seal, if corporation)

Print Name: (Signature)
Elite Facts INC

(Legal Business Name of Company/Partnership/Corporation)

Print Title: CEO

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

----- (Affidavit for Individual) -----

being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Partnership) -----

being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

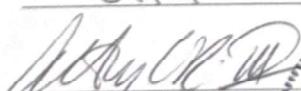
----- (Affidavit for Corporation) -----

Brendan Dagan being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is CEO of Elitefeats Inc (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

----- (Acknowledgement) -----

Brendan Dagan being duly sworn, deposes and says, under penalty of perjury, that he/she is CEO of Elitefeats Inc. (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; (X) said corporation.

Sworn to before me this 9th day of May, 20 25, in the County of Suffolk, State of New York.


(Notary Public)



My commission expires: 5/16/2026

12:26 PM
05/09/25
Cash Basis

Elite Feats, Inc.
Balance Sheet
As of December 31, 2024

		<u>Dec 31, 24</u>
ASSETS		
Current Assets		
Checking/Savings		
Bank of America-1944	102,376.31	
Capital One Checking - 0916	4,971.89	
Capital One Savings - 8634	<u>457,573.02</u>	
Total Checking/Savings	<u>564,820.42</u>	
Total Current Assets	<u>564,820.42</u>	
Fixed Assets		
A/D Assets	(147,731.85)	
Ford F-350	42,916.08	
Ford Truck	35,104.88	
Furniture and Equipment	25,250.00	
Mercedes Truck	31,716.41	
Mini-Cooper	<u>12,741.50</u>	
Total Fixed Assets	<u>-</u>	
Other Assets		
Loan	<u>150,000.00</u>	
Total Other Assets	<u>150,000.00</u>	
TOTAL ASSETS	<u>714,920.42</u>	
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
BOA MC Payable	<u>3,806.70</u>	
Total Credit Cards	<u>3,806.70</u>	
Other Current Liabilities		
Customer Deposits	105,000.00	
Mercedes Loan	6,542.41	
SBA Loan	<u>149,900.00</u>	
Total Other Current Liabilities	<u>261,442.41</u>	
Total Current Liabilities	<u>265,249.11</u>	
Total Liabilities	<u>265,249.11</u>	
Equity		
Opening Balance Equity	14,150.07	
Retained Earnings	203,228.89	
Shareholder Distributions		
Brendan Dagan - Distribution	(66,000.00)	
Jennifer Dagan - Distribution	(66,000.00)	
Larry Campbell-Distribution	<u>(60,000.00)</u>	
Total Shareholder Distributions	<u>(198,000.00)</u>	
Net Income	<u>430,282.35</u>	
Total Equity	<u>449,671.31</u>	
TOTAL LIABILITIES & EQUITY	<u>714,920.42</u>	

Statement of Net Worth:

Total Assets	714,920.00
Total Equity	449,671.00
Total Liabilities	<u>265,249.00</u>
Net Worth	<u>899,342.00</u>

Prepared By:

Matthew Tsombanis, CPA, P.C.
35 Crooked Hill Road, Suite 201
Commack, NY 11725
(631) 223-5523

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (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.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: 

Bidder's Signature

Print Name

Braden Dagan

Legal Name of Individual or Business Name of
Company/Partnership/Corporation

Elite Facts, Inc.

Address

50 Scrub pine Dr Islandia NY 11749

Date

5/8/25

Title

CED

Bidder's Federal Tax Identification # (Do Not Use SS#)

47.1945008

Email Address

Braden@elitefacts.com

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

----- (Acknowledgment for Individual) -----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, and duly acknowledged to me that s/he executed the same.

(Notary Public)

My commission expires: _____

----- (Acknowledgment for Partnership) -----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDDING CERTIFICATION.

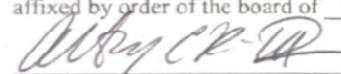
(Notary Public)

My commission expires: _____

----- (Acknowledgement for Corporation) -----

STATE OF)
 ss.:
COUNTY OF)

On May 9th, 2025 before me personally came Brendan Dagan to me known, who, by me duly sworn, did depose and say that deponent resides at 50 Scotch Pine Drive, Islandia; that deponent is the CEO of the corporation described in, and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDDING CERTIFICATION, is the corporate seal, that it was affixed by order of the board of Elitecats Inc of the corporation; and that deponent signed deponent's name by like order.


(Notary Public)

My commission expires: 5-16-2026



INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance or proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance or proof of Bidder not being required to secure same.
- (d) **Business Interruption Insurance:** Certificates evidencing same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the City in connection with another bid, project or contract.

Elitefeats, Inc. 50 Scotchpine Dr. Islandia NY 11749

(Name and Address of Bidder)

Name of Bid: Professional Race Timing & Event Services Bid Number: RFP#2025-157

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the City of Long Beach has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): Liberty Mutual Insurance

Policy Number(s): BLS56784835

(2) Worker's Compensation:

Insurance Carrier: a/a Policy Number(s):

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

City of Long Beach, Corporation Counsel, 1 West Chester Street, Room 402, Long Beach, New York 11561

Authorized Insurance Agent's Signature and Title:

Frank Ford Jr., President

Name, Insurance Affiliation and Address:

FOLKS Insurance Group / 33 Main St
W Sayville, NY 11796 DATED: 5/9/25

City of Long Beach
Purchasing Department

Professional Race Timing & Event Services
Page 18



ELITE-2

OP ID: LI

DATE (MM/DD/YYYY)
05/09/2025

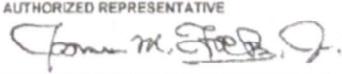
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER FOLKS INSURANCE GROUP 33 MAIN STREET WEST SAYVILLE, NY 11796 JAMES M. FOLKS JR	631-589-5100	CONTACT: Jasmine Arettines NAME: PHONE (A/C, No., Ext): 631-589-5100 FAX (A/C, No.): 631-589-3335 E-MAIL ADDRESS:
INSURED Elite Feats Inc 50 Scotchpine Drive Islandia, NY 11749		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co NAIC # 24082 INSURER B: Ohio Casualty Insurance Co 24074 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BLS56784835	07/23/2024	07/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000 MED. EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NONOWNED AUTOS ONLY		BAS56784835	07/23/2024	07/23/2025	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
C	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USO56784835	07/23/2024	07/23/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
RE: Professional Race Timing & Event Services RFP # 2025-157 City of Long Beach is included as additional insured as required by written contract.						

CERTIFICATE HOLDER	CANCELLATION
City of Long Beach 1 Westchester Street Long Beach, NY 11561	CITYLON SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name/Address of Insured (use street address only) Justworks Employment Group LLC Labor Contractor, for leased workers to: Elite Feats Inc dba: elitefeats 50 Scotchpine Dr Islandia, NY 11749 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (888) 534-1711
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Long Beach 1 West Chester St Long Beach, NY 11561	1c. NYS Unemployment Insurance Employer Registration Number of insured 471945008
3a. Name of Insurance Carrier American Zurich Insurance Company	3b. Policy Number of Entity Listed in Box "1a" WC 12-78-935-01
3c. Policy effective period 6/1/2024 to 6/1/2025	3d. The Proprietor, Partners, or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Douglas Jones _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:
(Signature) 5/9/2025
(Date)

Title: Vice President

Telephone number of authorized representative or licensed agent of insurance carrier:

(480)951-4177

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding. Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM.

Attachment 'B'



Operation of Professional Race Timing & Event Services Form

Proposer's Name, Address, Phone Number and Contact Person

Elitefeats Inc, 50 Scotch Pine Dr. Islandia NY 11749

516.531.3323

Brendan Dayton - Brendan@elitefeats.com,

Annual Fee Proposed (based on a one (1) year agreement):

\$1,000 per event

\$2 per tagged bib

\$3 per swim/biathlon registrant

RACE TIMING SERVICES AGREEMENT

between

THE CITY OF LONG BEACH

and

ELITEFEATS INC.

THIS AGREEMENT (“Agreement”), is made on this 21 day of ^{July} June, 2022, between the City of Long Beach, a New York State Municipal Corporation, located at 1 West Chester Street, Long Beach, New York 11561 (“CITY”), and Elitefeats Inc., a New York State Domestic Business Corporation, located at 50 Scotch Pine Drive, Islandia, New York 11749 (“Contractor”), (hereinafter referred to collectively as the “Parties”),

WHEREAS, the City issued a Request for Proposals (“RFP”) on January 21, 2022; Contractor provided a response to the City’s RFP on or about February 17, 2022 (“Response”); and thereafter Contractor’s Response was selected according to the evaluation criteria set forth in the City’s RFP; and

WHEREAS, in the event there are any conflicts in the terms and provisions of the RFP, Contractor’s Response, and this Agreement, the RFP shall control.

NOW THEREFORE, the Parties agree as follows:

A. Recitals

1. The foregoing preamble and “WHEREAS” clauses, as well the exhibits referenced therein, if any, are hereby incorporated into and made a part of this Agreement.

B. Controlling Terms/Provisions

1. To the extent not addressed in this Agreement, all of the terms, provisions, permissions, responsibilities and obligations set forth in the RFP shall remain in full force and

effect throughout the duration of this Agreement, and any subsequent renewal periods that are exercised between the Parties.

C. Term and Optional Extensions

1. This agreement shall be for a term of one (1) year (“Original Term”), with two (2) optional one (1) year renewal periods (“Optional Renewal Periods”). The Original Term of this Agreement shall commence retroactively on April 2, 2022 and expire on April 1, 2023. If exercised, the first Optional Renewal Period shall commence on April 2, 2023 and expire on April 1, 2024; and, if exercised, the second Optional Renewal Period shall commence on April 2, 2024 and expire on April 1, 2025. Should the Contractor wish to exercise either of the Optional Renewal Periods, Contractor shall provide a written request to the City at least 90 days prior to the expiration of the then current term. The determination whether to grant Contractor’s request shall be in the sole discretion of the City.

D. Termination

1. The City reserves the absolute right to terminate this Agreement at any time by service of written notice sent via certified mail to the Contractor’s address, 50 Scotch Pine Drive, Islandia, New York 11749

E. Scope of Work & Locations

1. Scope: Contractor shall perform all Professional Race Timing Services as set forth in the “Scope of Services” Section, and all related subsections, of the RFP, located on Pages 4-5 of the RFP.

2. Contractor also Agrees to provide the following:

- a. Listing of event information at www.elitefeats.com;
- b. All online registration sign-ups at www.elitefeats.com;

- c. Real time data access provided to event organizers;
- d. The Contractor's design team will build out/maintain the page under the event organizers direction;
- e. Complimentary black + white bibs for the event. (color bibs available for a charge).
- f. Transponder chips on the back of race bibs (event must designate bib print quantity);
- g. 50 additional generic bibs should there be more participants than expected.
- h. Data entry for all race day entrants for chip scoring.
- i. Set-up of finish line area on race morning (Includes finish line mats, time clock, 12 foot flags, inflatable arch or truss, delineators, traffic cones);
- j. Photos of finish line;
- k. Email blasts;
- l. Facebook + Strava Promotion;
- m. Option to purchase additional Facebook Marketing;
- n. Timing and scoring of timed participants;
- o. Email and text message results are sent out to participants who provided an email address and/or cell phone number during online registration; and
- p. Posting of overall results on www.elitefeats.com.

3. Parties Agree the Event shall provide the following:

- a. Excel spreadsheet of any pre-registered participants not registering through the Contractor's website no later than 24 hours before bibs are distributed;
- b. Up to (4) complimentary race entries for Contractor to use for promotions;
- c. A bib count for bib printing no later than three weeks prior to bibs being distributed;
- d. Race day registration tables for chip/bib distribution and same day registration data entry;

- e. Race will designate a volunteer to bring “day of” entry forms to the Contractor’s data entry team;
- f. Race officials will be responsible for providing all volunteers to handle distribution of chips/bibs and packet pick-up; and
- g. Event supplies all necessary medical personal, course markings, volunteers and oversees the course.

F. Compensation

1. Contractor shall be paid based on its Response, as follows:

- i. Event Setup; Finish Line; Results; Photos etc.: \$1,000.00 per event
- ii. Per Run Registrant: \$2.00 per tag
- iii. Per Swin/Biathlon Registrant: \$3.00 per tag

2. **Invoice:** Invoicing shall be based on the number of bibs with timing tags attached, not finishers. There is a minimum charge of 100 tags. Every bib/tag is charged, whether they are used or not and regardless of whether the participant completes the race. An invoice will be sent following the conclusion of the event reflecting all fees and total costs, less any registration fees and donations collected by Contractor.

G. Insurance and Indemnity

1. **Insurance:** Contractor shall comply with all insurance terms, provisions and requirements set forth in the RFP.

2. **Indemnity:** Contractor shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City, and all respective elected and appointed officials, employees, volunteers, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the

Proposer or its subcontractors and/or agents, on account of personal injury, death or property loss to the City, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the City. This indemnity and hold harmless provision is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise. With respect to any and all claims against the City, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the Contractor or its subcontractor(s), anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its sub-contractor under Workers Compensation acts, disability acts, or other employee benefit acts. This indemnification and hold harmless provision shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

H. Miscellaneous

1. Compliance with Laws: Contractor shall abide by all Federal, State, and Local laws, code, and Ordinances. Failure of which shall constitute a material breach of this agreement.
2. No Modification: This Agreement may not be changed, modified, or altered in any manner, unless in writing and upon mutual consent of the Parties.
3. No Sole Drafter: The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the

parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.

4. Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.

5. Choice of Law: This Agreement shall be interpreted and enforced under the laws of the State of New York. In the event any action arises out of the Parties entering into or performing under this agreement, the Parties agree that any such action shall be brought in the New York State Supreme Court, County of Nassau.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

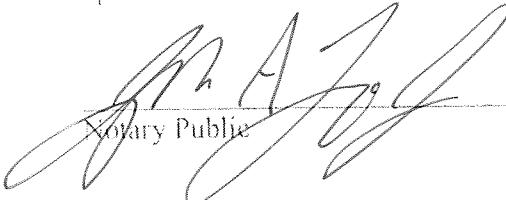
(Signature Page Immediately Below)

CITY OF LONG BEACH

By: 
Donna M. Gayden
City Manager

THE STATE OF NEW YORK
COUNTY OF NASSAU

On the 27 day of July 2022 before me, Donna M. Gayden, personally appeared, is 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

JOSEPH A LUPO JR
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 02LU6361229
COMM. EXP. 10/18/2025

ELITEFEATS INC.

By: 
Name: Brendan Dagan
Title: Owner

THE STATE OF NEW YORK
COUNTY OF Suffolk

On the 21 day of July 2022, before me, Brendan Dagan, personally appeared 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/she/they executed the same in his/her/their capacity 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

LOUISA COLABELLA
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION # 01C09162025
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES FEB. 26, 2023

RACE TIMING SERVICES SECOND EXTENSION AGREEMENT

between

THE CITY OF LONG BEACH

and

ELITEFEATS INC.

THIS SECOND EXTENSION AGREEMENT (“Second Extension Agreement”), is made on this 27th day of March, 2024, between the City of Long Beach, a New York State Municipal Corporation, located at 1 West Chester Street, Long Beach, New York 11561 (“City”), and Elitefeats Inc., a New York State Domestic Business Corporation, located at 50 Scotch Pine Drive, Islandia, New York 11749 (“Contractor”), (hereinafter referred to collectively as the “Parties”).

WHEREAS, the City issued a Request for Proposals (“RFP”) on January 21, 2022; Contractor provided a response to the City’s RFP on or about February 17, 2022 (“Response”); and thereafter Contractor’s Response was selected according to the evaluation criteria set forth in the City’s RFP;

WHEREAS, the Parties entered into an Agreement on or about July 21, 2022 (“Original Agreement”), with the term beginning retroactively from April 2, 2022, expiring on April 1, 2023;

WHEREAS, the Original Agreement provided for two (2) separate, optional, one (1) year renewal periods, and the Parties exercised the first optional renewal period under the Original Agreement, the term of which was from April 2, 2023 through April 1, 2024; and

WHEREAS, the Parties are desirous of exercising the second optional renewal period under the Original Agreement, through the execution of this Second Extension Agreement.

NOW THEREFORE, subject to the terms, permissions, responsibilities and obligations of the Original Agreement, the City and Contractor agree as follows:

1. **Recitals:** The foregoing preamble and “WHEREAS” clauses, as well the exhibits and/or documents referenced therein, if any, are hereby incorporated into and made a part of this Agreement.
2. **Controlling Terms/Provisions:** To the extent not addressed in this Second Extension Agreement, all of the terms, provisions, permissions, responsibilities and obligations set forth in the Original Agreement remain in full force and effect throughout the duration of this Agreement, and any subsequent renewal periods that are exercised between the Parties.
3. **Term and Optional Extensions:** The Parties wish to exercise the second (and final) optional one-year renewal period, which commences as of April 2, 2024 and expires on April 1, 2025.
4. **Termination:** The City reserves the absolute right to terminate this Extension Agreement at any time by service of written notice sent via certified mail to the Contractor’s address, 50 Scotch Pine Drive, Islandia, New York 11749.
5. **Scope of Work:** Contractor shall perform all Professional Race Timing Services at the events set forth in “Section E” of the Original Agreement.
6. **Compensation:** Contractor shall be paid in accordance with “Section F” of the Original Agreement.
7. **Insurance and Indemnity:** Contractor shall comply with all insurance and indemnity terms, provisions and requirements set forth in the Original Agreement.

8. **Miscellaneous:**

- a) No Modification: This Extension Agreement may not be changed, modified, or altered in any manner, unless in writing and upon mutual consent of the Parties.
- b) No Sole Drafter: The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.
- c) Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.
- d) Choice of Law: This Agreement shall be interpreted and enforced under the laws of the State of New York. In the event any action arises out of the Parties entering into or performing under this agreement, the Parties agree that any such action shall be brought in the New York State Supreme Court, County of Nassau.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be
hereto affixed the day and year first above written.

CITY OF LONG BEACH

By:



Daniel Creighton
City Manager

ELITEFEATS INC.

By: Brendan R. Dagan

Name: Brendan R. Dagan

Title: Owner

RACE TIMING SERVICES FIRST EXTENSION AGREEMENT

between

THE CITY OF LONG BEACH

and

ELITEFEATS INC.

THIS EXTENSION AGREEMENT (“Agreement”), is made on this 20th day of June, 2023, between the City of Long Beach, a New York State Municipal Corporation, located at 1 West Chester Street, Long Beach, New York 11561 (“City”), and Elitefeats Inc., a New York State Domestic Business Corporation, located at 50 Scotch Pine Drive, Islandia, New York 11749 (“Contractor”), (hereinafter referred to collectively as the “Parties”).

WHEREAS, the City issued a Request for Proposals (“RFP”) on January 21, 2022; Contractor provided a response to the City’s RFP on or about February 17, 2022 (“Response”); and thereafter Contractor’s Response was selected according to the evaluation criteria set forth in the City’s RFP;

WHEREAS, the Parties entered into an Agreement on or about July 21, 2022 (“Original Agreement”), with the term beginning retroactively from April 2, 2022, expiring on April 1, 2023; and

WHEREAS, the Original Agreement provided for two (2) separate, optional, one (1) year renewal periods, and the Parties are desirous of exercising the first optional renewal period under the Original Agreement, through the execution of this Extension Agreement.

NOW THEREFORE, subject to the terms, permissions, responsibilities and obligations of the Original Agreement, the City and Contractor agree as follows:

1. **Recitals:** The foregoing preamble and “WHEREAS” clauses, as well the exhibits and/or documents referenced therein, if any, are hereby incorporated into and made a part of this Agreement.

2. **Controlling Terms/Provisions:** To the extent not addressed in this Agreement, all of the terms, provisions, permissions, responsibilities and obligations set forth in the Original Agreement remain in full force and effect throughout the duration of this Agreement, and any subsequent renewal periods that are exercised between the Parties.

3. **Term and Optional Extensions:** The Parties wish to exercise the first (of two) optional one-year renewal periods, which commences retroactively as of April 2, 2023 and expires on April 1, 2024.

4. **Termination:** The City reserves the absolute right to terminate this Extension Agreement at any time by service of written notice sent via certified mail to the Contractor's address, 50 Scotch Pine Drive, Islandia, New York 11749.

5. **Scope of Work:** Contractor shall perform all Professional Race Timing Services at the events set forth in “Section E” of the Original Agreement.

6. **Compensation:** Contractor shall be paid in accordance with “Section F” of the Original Agreement.

7. **Insurance and Indemnity:** Contractor shall comply with all insurance and indemnity terms, provisions and requirements set forth in the Original Agreement.

8. **Miscellaneous:**

- a) **No Modification:** This Extension Agreement may not be changed, modified, or altered in any manner, unless in writing and upon mutual consent of the Parties.

- b) No Sole Drafter: The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.
- c) Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.
- d) Choice of Law: This Agreement shall be interpreted and enforced under the laws of the State of New York. In the event any action arises out of the Parties entering into or performing under this agreement, the Parties agree that any such action shall be brought in the New York State Supreme Court, County of Nassau.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

(Signature Page Immediately Below)

CITY OF LONG BEACH

By:

Ronald J. Walsh, Jr.
Acting City Manager

ELITEFEATS INC.

By:

Name: Brendan Dagan
Title: CEO