



## CITY OF LONG BEACH INTER-OFFICE MEMO

TO: Daniel Creighton, City Manager  
Phil Ragona, Deputy City Manager  
Frank Dikranis, Corporation Counsel  
John McNally, Director of Public Relations  
Patricia Bourne, Director of Planning  
Tyler Huffman, Director of Community Development

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: ***RFP#2024-154 Parking Management Plan***

DATE: March 5, 2025

As you may be aware, the City issued the above RFP which was returnable on 6<sup>th</sup> of February, 2025. We received 4 responses. As a result, an Evaluation Committee was formed to review and evaluate the proposals. The Committee then met to discuss and it ascertained that two of the respondents exceeded the grant funds allocated for this project. Accordingly, they wanted to meet both respondents whose proposals were below such.

Between yesterday and today, the Committee met with both for an oral presentation as to their proposals. At the conclusion of the meetings, the Committee unanimously voted to recommend an award to Desman Parking Specialists, 7900 E. Union Avenue, Denver, CO 80287 in the amount of \$141,245.00, in that their proposal best meets the needs of the City and fulfills the requirements of the New York State Empire State Development Grant. The project should be completed by early 2026.

I have attached the RFP along Desman's response for your convenience.

Present at the opening for the City of Long Beach were Lauren DeVito and myself.

Please advise.

Thank you!

Cc: Steven Pambianchi, Assistant Corporation Counsel



## City of Long Beach Purchasing Department

ONE WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561  
TEL: (516) 431-1006  
FAX: (516) 431-1839

PURCHASING DEPARTMENT

JANUARY 10, 2025

### *RFP #2024-154 Parking Management Plan*

### *Addendum No. 1*

---

*Please be advised that this solicitation has been extended and the return date has been moved to February 6, 2025 at 11:00 a.m*

---

Additionally, the City has received the following questions with regard to the above Request for Proposal:

**Question No. 1:**

The RFP refers to the MWBE participation goal of 30% (\$21,000) implying a study budget of \$70,000. Your City budget shows additional funding sources for the Parking Study adding up to \$300,000. Is that the project budget for this study?

**Response to Question No. 1:**

*The maximum available budget for this project is \$150,000 (\$70,000 in NYS grant funding + \$80,000 in City funding). Please be advised that the 30% MWBE goal referenced in Section C*

*(page 4) is not 30% of the TOTAL project budget, but is 30% of the grant-funded portion only. To clarify - the MWBE goal for the TOTAL project will be 14%. For example, a total project cost of \$150,000 would have an MWBE goal of \$21,000, and a total project cost of \$100,000 would have an MWBE goal of \$14,000.*

**Question No. 2:**

You mention the requirement to undertake parking occupancy surveys and the substantial seasonal variation in the local population and parking demand. Do you expect the consultant to undertake parking occupancy counts during a typical non-peak season and during the peak summertime season?

**Response to Question No. 2:**

*Yes, the City prefers that the consultant conduct the parking survey (Task 1B) during both peak and off-peak seasons (to the extent that both can be done within the proposed project schedule and project budget). This is also referenced in the RFP on page 4 (Section B. Background).*



## **City of Long Beach Purchasing Department**

ONE WEST CHESTER STREET  
LONG BEACH, NEW YORK 11561  
TEL: (516) 431-1006  
FAX: (516) 431-1839

PURCHASING DEPARTMENT

JANUARY 23, 2025

### ***RFP #2024-154 Parking Management Plan Addendum No. 2***

**The City has received the following additional questions with regard to the above Request for Proposal:**

**Question No. 1:**

Does the consultant need to perform occupancy counts on special events days during off-peak and peak season? The RFP asked to “analyze the impact of special events and activities on parking demand?

**Response to Question No. 1:**

No, the consultant does not need to conduct occupancy counts on special events days. But special event days will exacerbate parking demand further, so the issue should be considered and solutions should be incorporated into the final parking management plan report.

**Question No. 2:**

In Task 1B, has the City collected historical data for comparison purposes?

**Response to Question No. 2:**

While the City does not have historical data for the full study area, a draft parking management plan was prepared in 2022 and included parking counts and utilization rates for a discrete portion of Park Avenue. Draft materials including deliverables and City Council work session videos are publicly available here: <https://www.longbeachny.gov/index.asp?SEC=95202AE4-BE3A-4567-84A6-F664E489CBCF>. In addition, the 2023 Comprehensive Plan included a high level parking analysis that identified general parking challenges throughout the city, and is available here: [https://www.longbeachny.gov/vertical/sites/%7BC3C1054A-3D3A-41B3-8896-814D00B86D2A%7D/uploads/Long\\_Beach\\_Comp\\_Plan\\_FULL.pdf](https://www.longbeachny.gov/vertical/sites/%7BC3C1054A-3D3A-41B3-8896-814D00B86D2A%7D/uploads/Long_Beach_Comp_Plan_FULL.pdf)

**Question No. 3:**

In Task 1C, does the City maintain a list of registered parking facilities or properties that contain accessory parking? If so, will the list be available to the selected consultant?

**Response to Question No. 3:**

Yes, a list of registered parking assets will be provided to the selected consultant.

**Question No. 4:**

In Task 1C, in addition to the criteria set by the selected consultant, does the city have preferred requirements to identify areas to expand or redevelop parking facilities and can they be provided at this time?

**Response to Question No. 4:**

No, not at this time.

**Question No. 5:**

In Task 1C, besides "median parking," does the inventory need to include all actual on-street parking, and if so, the corresponding parking regulations for every on-street parking space?

**Response to Question No. 5:**

Yes, the inventory should include on-street parking spaces and their corresponding parking regulations.

**Question No. 6:**

Is the information summarized as part of the Task 1A code review expected to be included as part of the Shape File deliverable?

**Response to Question No. 6:**

Yes, although the City is open to consider alternative forms of digitizing this information.

**Question No. 7:**

In Task 2C, will we be able to request similar studies (as necessary) from other municipalities, on behalf of the City of Long Beach?

**Response to Question No. 7:**

Yes

**Question No. 8:**

In Task 3, will the City require detailed specifications sheets of the proposed parking signage to be used for manufacturing?

**Response to Question No. 8:**

Detailed sign specification sheets are not required; however, illustrative sign examples should be provided at a minimum if the city decides to have the signs manufactured.

**Question No. 9:**

Task 6 from the scope of service is not included in the Price Proposal Form table. Should it be inserted as an additional item in the table as part of the final bid?

**Response to Question No. 8:**

Yes, the Price Schedule on page 13 is missing a row for Task 6, which should have been included. A revised Costing Sheet is set forth below which should be used by all proposers.

## **PROPOSAL FORM**

TASK	ITEM	UNIT	UNIT BID PRICE (in figures)
1	Existing Conditions Review	Item	
2	Literature Review	Item	
3	Redesign of Regulatory Signage	Item	
4	Stakeholder Meetings	Three (3) Meetings	
5A	Community Survey	One (1) Survey	
5B	Community Meetings	Four (4) Meetings	
5C	City Council Presentation & Educational Materials	Item	
6	Final Parking Management Plan	Item	
	<b>TOTAL BID AMOUNT</b>		\$_____

Submitted by (Company Name): \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY OF LONG BEACH



## *Request for Proposals for Parking Management Plan*

RFP#2024-154

### **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](mailto:Purchasing@longbeachny.gov) • [www.longbeachny.gov](http://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 Department of the City of Long Beach, **on the 30<sup>th</sup> day of January, 2025, at 11:00 am** (the "Submission Date"), or as extended, for:

## **Parking Management Plan**

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 Department, 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 "***Parking Management Plan***".

**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  
January 2, 2025

# CITY OF LONG BEACH

## REQUEST FOR PROPOSALS

### **A. OBJECTIVE:**

The City of Long Beach seeks the professional services of a consultant to develop a parking management plan. The consultant will analyze previous studies, existing conditions, and best practices deployed in other cities and recommend on-street and off-street parking strategies that maximize utility, value, and safety. The consultant will facilitate meetings with stakeholders and members of the community and present the plan and recommendations to the Long Beach City Council.

### **B. BACKGROUND:**

The City of Long Beach is a suburban community/visitor destination (especially in the summer) with 3.5 miles of pristine beaches, an iconic boardwalk, as well as high quality restaurants, shops, and a multi-modal transportation center with regional connections. However, being a regional destination located on a narrow barrier island with a higher population density (15,665 persons per square mile) than most of Long Island results in daily and seasonal parking challenges.

Long Beach's success has created its own set of problems, in terms of parking supply not meeting the demands of the City. A common sentiment based upon community engagement surveys is that existing parking is insufficient to meet the demands for residents, businesses, and visitors. The lack of parking hinders access to local businesses, resulting in revenue losses for the City and business community. On-street and off-street parking makes up just 0.8 percent of the total land area and the demand for parking surges in the summer when the City's year-round population of approximately 35,000 can balloon to over 60,000. This increase is primarily due to visitors that are attracted to the beach and other recreational resources, many of whom arrive by car. In addition, a significant proportion of high-rise buildings provide less on-site parking than would otherwise be required by the existing zoning requirements, resulting in increased competition for parking throughout the City. Additional congestion also comes from Park Avenue being used as the primary east-west thoroughfare between Lido Beach to the east and Atlantic Beach to the west. Park Avenue expands to a maximum width of approximately 155 feet (not including sidewalks) and consists of six travel lanes (three in each direction), two parking lanes, and an approximately 60-foot wide parking median. This has attracted drivers to Long Beach who use this corridor to pass through to other destinations, as demonstrated by high Annual Average Daily Traffic (AADT) and Design Hour Volume (DHV) rates collected by New York State Department of Transportation. There is additional road pressure in the West End where the roadway system narrows to one lane in each direction on Beech Street.

These factors add to the complexity of parking in the City and the concern that future economic growth is stymied by parking infrastructure not meeting existing demand. Parking and curb usage play an important role in the overall transportation system. On-street parking is the primary form of parking supply in Long Beach. However, there is also a significant amount of off-street parking resources including municipal surface lots and a garage. An inadequate parking supply, combined with strong demand, leads to unnecessary circulation as motorists search for parking spaces and/or park illegally, thus reducing roadway capacity. The existing parking

resources along, but not limited to, the major commercial corridors and beach-oriented destinations throughout the City are not sufficiently managed. The negative consequences that result from the misalignment between parking supply and demand affect the broader community and the economy.

Therefore, the City seeks the professional services of a consultant to develop a comprehensive parking management plan that analyzes parking solutions for the City in a cost-efficient and self-sustaining manner that reconciles the needs of residents, visitors, and local businesses. The assessment should pay particular focus on the three major downtown commercial corridors: the West End (Beech Street), Central Park Avenue, and the East End (East Park Avenue), but should also consider how parking in these corridors impacts the surrounding areas, and vice versa. See **Attachment B** for a map of the three downtown corridors.

A thorough parking analysis should address the City's existing on- and off-street parking resources, where demand far exceeds supply, while balancing the needs of residents, businesses, and visitors. The primary objective of this study is to identify practical strategies that can be adopted to increase efficiency and utilization of exiting parking resources, particularly during peak summer months when demand significantly exceeds supply. The analysis should include a parking survey to document capacity, utilization (number of parked vehicles and type), parking regulations on each block frontage and off-street parking facilities for peak and off-peak periods. Observations of illegal parking should also be included. The need for short, medium, and long-term parking for all users should be addressed. The parking analysis should focus on the aforementioned three major downtowns areas during weekday and weekend peak periods. However, given the seasonal parking demands of the City and to most accurately ascertain parking needs, collection of existing conditions should occur during the early summer when parking demand is strongest and most competitive. Recommendations should consider the inclusion of metered parking, in a way that respects the parking needs of residents. As the City is on a barrier island that has flooding, resiliency measures that address parking issues are important as well. Aesthetic techniques to optimize parking should also be considered (i.e. via landscape design, signage, and other aesthetic means).

The objective of this proposed parking management study is consistent with the City of Long Beach 2022-2032 Comprehensive Plan that was adopted on August 1, 2023. The Comprehensive Plan included several parking-related strategies in the Implementation Action Plan including the design and implementation of a parking management plan, the redesign of existing parking facilities, the development of more transit-oriented development, and the evaluation of transportation demand strategies. This document can be accessed at the following link: <https://www.longbeachny.gov/index.asp?SEC=06493B81-8D5B-4508-8914-D58A1A3E81C2>.

## **C. GRANT FUNDING ACKNOWLEDGEMENT AND REQUIREMENTS**

This project is funded in-part by a grant from Empire State Development (ESD) under the Strategic Planning and Feasibility Studies Program.

### MWBE Goal

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Contractor shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$21,000). Additional information can be found here: <https://esd.ny.gov/participation-requirements-new-york-state-certified-mwbcs>. The Contractor is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant.

~~Any utilization of SDVOBs would be in addition to the MWBE goals established above.~~

## **D. SUBCONTRACTING**

Any sub or joint-consultant involvement must be clearly communicated to the City in the RFP submission.

## **E. SCOPE OF SERVICES**

The objective of this RFP is to procure the services of a reputable and experienced parking management consultant to perform the following tasks:

### **Task 1 – Existing Conditions Review**

Task 1A – Identification of the sections of the City of Long Beach Code of Ordinances that regulate on-street and off-street parking restrictions:

- School zones
- Municipal, fire, police vehicles only
- Stopping, standing and parking prohibited including specific location and day/time restrictions
- Taxicabs
- No-parking zones on narrow streets (20 feet in width or less)  
One-way street limitations
- On-street bus stops
- Bicycle parking (enclosed and unenclosed) facilities (publicly and privately owned)
- Bicycle infrastructure including designated and protected bicycle lanes
- Off-street and on-street car-sharing (i.e. ZipCar)  
Bicycle Rentals including bike share and electric micro mobility programs
- On-street freight loading zones; special permits for loading and unloading
- On-street curbside passenger pick-up and drop-off zones
- On-street curbside and off-street ADA spaces
- On-street curbside and off-street metered parking, including day/time restrictions
- On-street and off-street commercial permit parking
- Residents permit only zones (City-owned and/or leased parking fields)
- Designated, or lack thereof, motorcycle parking spaces
- Commuter parking including day/time restrictions
- Sidewalk dining regulations, or lack thereof
- Permitted curb splay widths for all uses (residential, commercial, industrial)

Task 1B – The consultant will conduct a supply/demand assessment and parking efficiency analysis focused on the three downtown commercial corridors: the West End (Beech Street), Central Park Avenue, and the East End (East Park Avenue), but should also consider how parking in these corridors impacts the surrounding areas, and vice versa. See **Attachment B** for a map of the three downtown corridors.

- Gather and analyze existing parking data, including occupancy rates, peak demand times and locations, and pricing structures. This should include the number of accessory parking spaces for residential uses compared to the total number of dwelling units. Conduct field surveys to assess parking availability and usage patterns.

- Collect existing and projected population data, including demographic and socioeconomic data relevant to parking demand, including, but not limited to, the year-round population, daily visitor population growth during peak summer periods, and other distinguishable characteristics that demonstrate the range of parking needs for the City.
- Analyze traffic patterns and congestion points related to parking.
- Analyze the impact of special events and activities on parking demand.
- Evaluate the efficiency of existing parking regulations, pricing strategies (or lack thereof), and enforcement policies.
- Estimate current and future parking demand based on existing population growth, economic development, and tourism trends.

**Task 1C** – The consultant will provide a comprehensive inventory of existing and potential parking facilities.

- Identify and map all public and private parking facilities within the City of Long Beach.
- Evaluate the capacity, condition, and accessibility of each facility.
- Assess the potential for expansion or redevelopment of existing facilities (including municipal parking lots, garages and median street parking) and other publicly owned properties.
- Inventory of privately-owned lots or assemblages that may be appropriate for future parking opportunities.

**Task 1A through 1C Deliverables:**

- Report detailing the analysis, findings and recommendations for Tasks 1A, 1B and 1C formatted to provide recommendations for the plan.
- Shape file that reflects compiled data.

**Task 1D** – The consultant shall estimate the monetary value of the on-street and City-owned off-street parking facilities. In coordination with the City, the consultant shall analyze the data associated with each revenue source/transaction type. In all cases, except where identified below, the City will provide the data for analysis.

- Revenue generated from parking meters/mobile payment zones
- Revenue generated from defunct bicycle-sharing system
- Revenue generated from parking permits
- Loss from short stays on the curb (e.g. loading zones, double parking) (*provided through data collected during the utilization study in Task 1B*)
- Applicable sections of Long Beach Code of Ordinances that include fines for each parking violation

**Task 1D Deliverable:** Report detailing the findings and analysis formatted to provide recommendations for plan.

**Task 2 – Literature Review**

**Task 2A** – Review any previous studies, reports and existing plans and policies relevant to Long Beach parking regulations. This should include, but not be limited to, the goals and strategies of the 2023-2033 Comprehensive Plan that were adopted by the City Council in 2023.

**Task 2B** – Review best practice guides; at a minimum, consultant shall review:

- NACTO Urban Bikeway Design Guide

- NACTO Urban Street Design Guide
- ITE Curbside Management Practitioner's Guide
- FHWA Curbside Inventory Report
- NYSDOT Guidance for Complete Street Design Features

**Task 2C** – Consultant will review example projects from peer municipalities of a similar size and seasonal characteristics as Long Beach (i.e. those that are a summer destination, have commercial downtown(s) and have the needs for residential parking) to inform the literature review. These plans/projects may include:

- Town of Islip (Bay Shore) Municipal Parking Program
- Village of Patchogue Parking Program
- City of Asbury Park (NJ) Pay-By-Plate system
- Village of Port Jefferson Parking Program and their 20230 Comprehensive Plan Update, Appendix Q, Upper Port Jefferson Revitalization Planning and Urban Design Study
- Consultant to propose any relevant studies from beyond the metropolitan area that may help inform the unique conditions of the City of Long Beach.

**Task 2 Deliverable:** Memo summarizing the above that will inform the recommendations of the parking implementations management plan.

### **Task 3 – Redesign of On-Street and Off-Street Regulatory Signage**

The consultant shall identify, using best practices in design and formatting, recommendations for on-street and off-street regulatory signage and their locations, to improve compliance, legibility, and reduce visual clutter.

**Task 3 Deliverable** – Sample signage design templates that the City can reproduce on a citywide scale. Recommendations for the placement of each type of sign,

### **Task 4 – Stakeholder Meetings**

The consultant shall conduct up to three (3) in-person stakeholder meetings to gather information. The purpose of the meetings is to engage with the business community, civic groups, residents, visitors, and other potential stakeholders.

**Task 4 Deliverable:** Facilitating up to three (3) meetings and meeting minutes that will influence the eventual recommendations.

### **Task 5 – Community Outreach**

**Task 5A** - Conduct at least one (1) community survey that gathers input from all relevant stakeholders, including but not limited to residents, businesses, and visitors.

**Task 5A Deliverables:** At least one (1) survey administered electronically, and if necessary, via paper, and a summary of the survey results.

**Task 5B** - Conduct up to four (4) in-person community meetings to encourage maximum public participation by all stakeholders to discuss the draft recommendations.

**Task 5B Deliverables:** Facilitate up to four (4) community meetings, including outreach/presentation materials and meeting minutes.

**Task 5C** – City Council presentation and educational materials:

- Attend and present Parking Management plan recommendations at a Long Beach City Council meeting with visuals.
- Work with the City to develop a set of multi-media educational materials (i.e. print materials, social-media optimized materials, etc.) that will help community members understand the planning objectives and recommendations.

**Task 5C Deliverable:** City Council presentation; multi-media educational materials.

**Task 6 – Parking Management Plan**

The consultant shall develop a range of parking strategies and evaluate their potential impacts on traffic, congestion, and economic development. This shall include the preparation of a parking management plan that shall include, at a minimum, the existing conditions review, the literature review, and recommendations for each of the three downtown areas. The consultant shall identify parking permitting and metered strategies. The consultant shall also identify opportunities for increasing parking options and improving parking turnover and utilization.

**Task 6 Deliverable:** Parking Management Plan

The following conditions apply to this RFP:

- There is no express or implied obligation of the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the City will not reimburse such expenses.
- This is a service contract. There is no guaranteed minimum amount of services.
- Any inquiries regarding this RFP must be in writing or by email and should be addressed to [purchasing@longbeachny.gov](mailto:purchasing@longbeachny.gov).
- To be considered, an original and five (5) hard copies of the proposal, with any attachments, addenda, etc. and one (1) electronic copy of the same *must* be received the Purchasing Department, City of Long Beach, 1 West Chester Street, Room 509, Long Beach, New York 11561 **by 11:00 a.m. on January 30, 2025**. The City reserves the right to reject any or all proposals submitted.
- 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, firms 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.
- Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.
- It is anticipated the selection of a firm will be completed in February 2025. Following notification of the selected firm, it is expected an agreement will be executed between both parties in or about March 2025.
- 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.

The City reserves the right to reject all proposals.

## F. **ADDITIONAL 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 services at any time.
2. The firm 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 six (6) 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.
3. The firm will promptly provide a response to any requests from the City's Records Access/FOIL Officer.
4. The firm shall, to the fullest extent provided by law, defend and indemnify and save harmless the City from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the City beyond those provided by law.
5. The firm 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 in

Attachment A of this document.

## G. TIME REQUIREMENTS

The following is a list of key dates as well as proposed project milestones:

RFP Issued	January 2, 2025
<b>Last Day for Questions</b>	<b>January 22, 2025 at 4pm</b>
<b>Due Date for Proposal Submissions</b>	<b>January 30, 2025 at 11am</b>
Selected Firm Notified	On or about February 2025
Contract Date	On or about March 2025
Parking Study Development	March – October 2025
City Council Presentation	November 18, 2025
Parking Study Final Report Issued	December 2025

- A. 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.
- B. An award of contract for services will be made to the firm, who is found to be responsive and responsible and provides the “best value”, that is, optimum quality and insight at the lowest cost. Proposals must be prepared consistent with the intent and requirements set forth in this RFP to be considered.

## H. PROPOSAL REQUIREMENTS

### A. *General Requirements*

#### 1. Inquiries:

Written inquiries concerning the RFP and its subject must be made to [purchasing@longbeachny.gov](mailto: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 one (1) week prior to the Due Date. **THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY INQUIRIES THAT ARE NOT MADE OR RECEIVED IN ACCORDANCE TO THIS SECTION.**

#### 2. Submission of Proposals:

The following material is required to be received by the Due Date for a proposing firm to be considered:

(a) The Proposal shall include:

i. Title Page:

Title page showing the RFP subject, proposal due date, firm name, address, phone number, and contact person.

ii. Technical Proposal:

A signed letter of transmittal stating the proposer’s understanding of the services to be performed, a statement why the firm believes it to be best qualified to perform the engagement, the firm’s past history in providing these or other services for municipalities, resumes of individuals who would be working with the City, visual examples of other displays produced by

the proposer and a **statement that the proposal is a firm and irrevocable offer**. Such technical proposal must include, in addition to the above, all information and documentation described in Section II (A) and (B) above.

- iii. Fully completed Price Proposal Form (page 13 of this RFP).
- iv. Fully completed Proposer's Qualification Statement (Attachment A: pages 14-22 of this RFP), including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda. The contract will be executed by the City and the selected candidate only after an evaluation of each proposal and a selection of a firm.
- v. A minimum of 4 references for similar work shall be included with the references' contact information (including name, organization, email, phone number, completion date, and location of the project). The City reserves the right to contact same during the review process. The information received may impact scoring.

- (b) An original and five (5) hard copies as well as one (1) electronic PDF copy of the completed proposal should be sent to the following address in a sealed envelope marked "**Request for Proposals for Parking Management Plan**":

Purchasing Agent  
City of Long Beach  
One West Chester Street, Room 509  
Long Beach, NY 11561

#### ***B. Guidance on Completing a Proposal Submission***

The purpose of a proposal submission is to demonstrate the qualifications, competence and capacity of the firms seeking to provide services to the City. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all points outlined in the RFP. The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

### **I. SELECTION OF FIRM**

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. **Understanding** of the purpose of the project described in the RFP, including project scope, goals, and objectives. The proposal work plan will be evaluated to determine the consultant's approach, methods, and projected products. Familiarity with the challenges and opportunities of the unique downtowns and neighborhoods that make up the City of Long Beach will be major considerations under this criterion. (**Total Points 25**)

2. **Creativity** in proposing a study that would accomplish project objectives in a cost-effective manner. Consultant's insights, imagination, and suggestions in addressing the problems identified as well as projected fees to undertake these exercises will be weighed heavily under this criterion. Ability to propose innovative solutions and creative problem-solving and willingness to explore unconventional ideas and concepts. (**Total Points 20**)
3. **Experience** of consultant with comparable parking studies and projects. The experience and knowledge of the key personnel who will be assigned to this project will be reviewed under this item, as well as the firm's overall qualifications and relevant experience with projects of similar scale, complexity, and location. Demonstrated knowledge and dealings with local regulations, codes, and standards will be considered. Ability to conduct and assess public surveys and facilitate community engagement meetings. All anticipated sub-consultants, and joint venture participants and their designated responsibilities will be evaluated under this item. (**Total Points 15**)
4. **Expertise** of assigned personnel. Special emphasis will be placed upon the expertise of the designated project manager and principal who will be overseeing the project. The firm should have demonstrated understanding of parking trends and best practices including parking demand forecasting, sustainable parking practices, capacity analysis, and pricing strategies. Consultant to have demonstrated expertise with community engagement including the ability to facilitate productive discussions with groups representing varying interests. (**Total Points 20**)
5. **Scheduling** of project. The ability of the consultant to complete the scope of work within the time frame detailed within this RFP. The proposed timeline should include key milestones and deliverables. (**Total Points 20**)

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 absolute right without prejudice to reject any and all proposals at its sole discretion, for any reason or no reason whatsoever.

#### C. Minimum Service

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

## **PRICE PROPOSAL FORM**

### **CITY OF LONG BEACH PARKING MANAGEMENT PLAN**

TASK	ITEM	UNIT	UNIT BID PRICE
1	Existing Conditions Review	Item	\$
2	Literature Review	Item	\$
3	Redesign of Regulatory Signage	Item	\$
4	Stakeholder Meetings	Up to Three (3) Meetings	\$
5A	Community Survey	One (1) Survey	\$
5B	Community Meetings	Up to Four (4) Meetings	\$
5C	City Council Presentation & Educational Materials	Item	\$
TOTAL BID AMOUNT:			\$

Submitted by (Company Name): \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**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

Sworn to and subscribed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

---

Title of Person Signing

---

(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:

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.
  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.
  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.

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: _____	Date _____
Bidder's Signature	
Print Name	Title
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.

My commission expires: \_\_\_\_\_

(Notary Public)

**(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.

My commission expires: \_\_\_\_\_

(Notary Public)

**(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.

My commission expires: \_\_\_\_\_

(Notary Public)

## **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:  
MAP OF THE THREE DOWNTOWN COMMERCIAL CORRIDORS



Note: The parking assessment and analysis should focus on these three downtown commercial corridors. However, it should also consider how parking in these corridors impacts the surrounding areas, and vice versa.

# **“New Requirement”**

## **Public Work Contractor and Subcontractor Registry**

**Starting December 30, 2024**, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

**Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024.** NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to [labor.sm.pwask@labor.ny.gov](mailto:labor.sm.pwask@labor.ny.gov).

## **Electronic Certified Payroll Submissions in 2025**

There is a new subsection 220-j in Article 8, which will require the Department of Labor to develop a publicly accessible online database of electronic certified payroll records, which will be available no later than **December 31, 2025**.

All submissions of certified payroll records will be collected electronically through this forthcoming database, starting when the system is completed in 2025.

Please watch the NYS Department of Labor website for additional information.

## **New York State Department of Labor Wage Rate Schedule(s)**

**\*For public work or building services as defined by Articles 8 and 9 of the New York State  
Labor Law ONLY.**

I \_\_\_\_\_, (bidder/proposer) have read, understand, and agree to pay all employees in accordance with Section 15 of the General Conditions, and the prevailing wage rates established by the New York State Department of Labor, annexed hereto and made a part hereof as Schedule 'A'.

---

Name of Bidder/Proposer

Title:

## **INSTRUCTIONS TO PROPOSERS**

**Please take Notice:** for the purposes of this Request for Proposals ("RFP"), the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously.

**ITB-1    PROPOSAL PREPARATION**

Prepare your Proposal on this form using indelible ink. The City shall not be liable for any cost incurred in connection with the preparation of your Proposal. A Proposer may withdraw a Proposal any time prior to the final filing date and time by written notification, signed by an authorized agent, to the contact person listed in the Request for Proposals.

**ITB-2    BID DOCUMENTS**

Failure to fully comply with any of the requirements or instructions contained within the bid document may constitute sufficient cause for rejection of the Proposal. Such rejections will be subject to the discretion of the Purchasing Agent.

**Requests for Proposals will consist of the following documentary components:**

- a.    Notice to Bidders/Proposers
- b.    Instructions to Bidders/Proposers
- d.    Proposal Specifications
- f.    Bidder's Qualifications Statement
- g.    Addendum to Bid Documents (if issued)

**ITB – 3    EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE**

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; **WHERE THE PROPOSAL CONTAINS PUBLIC WORK OR INSTALLATION** THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the City as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

**ITB-4    INTERPRETATION OF BID DOCUMENTS**

If any prospective Bidder/Proposer is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, s/he shall promptly submit to the Purchasing Agent, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the City nor the Purchasing Agent may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

**ITB-5    ADDENDUM TO BID DOCUMENTS**

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's/Proposer's Bid/Proposal. All Addenda shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

- ITB-6 **MODIFICATIONS TO BID DOCUMENTS**  
Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.
- ITB-7 **RIGHTS OF CITY**  
The City Council, City Manager, and/or Purchasing Agent reserves the right to reject any and all Bids/Proposals and to waive any informalities in the Bids/Proposals received, and to accept the Bid/Proposal most favorable to the interests of the City, after all Bids/Proposals have been analyzed, checked and verified.
- ITB-8 **TAX EXEMPTION**  
The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in Bids/Proposals.
- ITB-9 **FORM OF PROPOSAL**  
**EACH PROPOSAL MUST BE MADE IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THIS RFP AND SHALL BE ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.**
- THE CITY HEREBY RESERVES THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT IS NOT MADE IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THIS RFP.**
- ITB-10 **DELIVERY OF BIDS/PROPOSALS**  
BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.
- ITB-11 **CORRECTIONS TO BIDS/PROPOSALS**  
Erasures or other corrections in the Bid/Proposal must be initialed by the person signing the Bid/Proposal.
- ITB-12 **WITHDRAWAL OF BIDS/PROPOSALS**  
Any Bidder may withdraw his/her Bid/Proposal, either personally, or by written request, if such a request is received by the Purchasing Department at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals.
- ITB-13 **MULTIPLE BID/PROPOSAL SUBMITTALS**  
Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.
- ITB-14 **NON-COLLUSIVE BIDDING CERTIFICATION**  
In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
- (1) The prices in this bid/Proposal 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/Proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid/Proposal have not been knowingly disclosed by the bidder/Proposer and will not knowingly be disclosed by the bidder/Proposer 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/Proposer to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

ITB-15 **QUALIFICATIONS OF BIDDERS**

A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The City retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. THE CITY HEREBY RESERVES THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INCLUDE A DISCLOSURE STATEMENT.

ITB- 16 **IDENTIFICATION LABEL**

To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (*e.g.* UPS, FedEx), or by hand. THE CITY HEREBY RESERVES THE ABSOLUTE RIGHT TO REJECT ANY BID/PRPOOSAL THAT DOES NOT CONFORM TO THIS SECTION.

**SEALED RFP ENCLOSED**

City of Long Beach

Purchasing Department

Proposer's Name: \_\_\_\_\_

Name:

*RFP2024-154 Parking Management Plan*

Due Date: January 30, 2025 at 11am

(If extended: \_\_\_\_\_)



## CITY OF LONG BEACH INTER-OFFICE MEMO

TO: Daniel Creighton, City Manager  
Phil Ragona, Deputy City Manager  
Frank Dikranis Berrios, Corporation Counsel  
Ken Arnold, Commissioner of Public Works  
Tyrone Lyons, Chief Plant Operator  
Jason Leimsider, Assistant Chief Plant Operator

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: **BID OPENING – SODIUM BISULFITE (RE-BID)**

DATE: March 6, 2025

I am submitting for your review the sole response that was due today at 11:00 a.m. in my office for the bid of the purchase of Sodium Bisulfite. *In 2016, the DEC required us to build a dechlorination building as part of our sewer plant. Accordingly, we started purchasing this chemical at that time.* It is the next process after the sodium hypochlorite treatment.

The bid states that the City anticipates buying 1,000 gallon on an “as needed” basis for a total amount of approximately 15,000 gallons annually. Quantities indicated are estimated only; however the contract shall be for a period of two (2) years with an option to renew for an additional year from the date of award and shall be for quantities actually ordered be there more or less during this period.

In 2021, it was awarded to Tortorella Autochem Corp., 296 West Montauk Highway, Hampton Bays, NY 19946 – \$5.44/gallon for an approximate annual cost of \$81,600.00.

The sole -bid received is also from Tortorella Autochem Corp., 296 West Montauk Highway, Hampton Bays, NY 19946 - \$5.60/gallon for an approximate annual cost of \$84,000.00.

The Water Pollution Control Department has an open blanket order with Autochem which has \$19, 648.00 still available and their budget currently has \$2,846.00 remaining on G8130.54416 (WPC – Chemicals) for the current fiscal year.

*Accordingly, I will defer to the Commissioner of Public Works and the Chief and Assistant Chief Plant Operator for advice in that we are required to purchase this for treatment of raw sewage.*

Present for the City of Long Beach were Lauren DeVito and myself. Please advise.

Thank you!

Cc: Steven Pambianchi, Assistant Corporation Counsel

**CITY OF LONG BEACH**

**AND**

**50 BROADWAY ASSETS LLC,  
50 W BROADWAY MANAGEMENT LLC,  
WHITE SANDS LLC,  
AND  
50 WEST BROADWAY DEVELOPMENT LLC**

**COMMUNITY BENEFIT BONUSES AGREEMENT AND  
SETTLEMENT AGREEMENT**

**DATED: March \_\_, 2025**

**COMMUNITY BENEFIT BONUSES AGREEMENT AND  
SETTLEMENT AGREEMENT**

**THIS COMMUNITY BENEFIT BONUSES AGREEMENT AND SETTLEMENT**

**AGREEMENT** dated March \_\_, 2025 (the "Agreement") by and between the City of Long Beach (the "City"), a municipal corporation organized and existing under the laws of the State of New York and 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC, limited liability companies organized and existing under the laws of the State of New York, having a principal place of business at 100 West Park Avenue, #306, Long Beach, New York 11561 (collectively the "Company");

**WHEREAS**, Company is the owner in fee of the approximately .0702-acre parcel of real property known as 50 West Broadway, City of Long Beach, County of Nassau, State of New York, known and designated on the Nassau County Land and Tax Map as Section 59, Block 89, Lot 3 (the "Premises"); and

**WHEREAS**, Company has undertaken a project consisting of the construction of a condominium building ("Project") at the Premises; and

**WHEREAS**, the Premises have been the subject of Zoning Board of Appeals Case #2258 wherein the Premises received an approval for certain variances; and

**WHEREAS**, Company submitted a building permit application to the City of Long Beach Building Department with construction plans indicating, *inter alia*, a modification which would provide for covered parking on the Premises and the conversion of the proposed mixed-use development to a fully residential development; and

**WHEREAS**, said modification would require obtaining side yard relief from the City of Long Beach Zoning Code of Ordinances and the change of use from mixed-use to a fully residential development is entirely compliant with the Long Beach Zoning Code of Ordinances; and

**WHEREAS**, in lieu of issuing a denial letter for the aforesaid side yard relief and modification to change the use to a full residential development, the Building Department issued a building permit and manually crossed out the covered parking on the Company's submitted plans; and

**WHEREAS**, the Company proceeded to commence construction and erroneously construct covered parking; and

**WHEREAS**, the City of Long Beach issued a denial letter outlining non-conformance with side yard provisions of Section 9-105.14 Residence-Business A District of the City of Long Beach Zoning Code of Ordinances; and

**WHEREAS**, Company subsequently pursued a modification to Zoning Board of Appeals Case #2258, where Company sought side yard relief for the purpose of providing covered parking and a modification to make the project fully residential, which was heard on June 27, 2024, and denied July 25, 2024; and

**WHEREAS**, Company maintains that the Zoning Board of Appeals erroneously denied the proposed modification to Zoning Board of Appeals Case #2258; and

**WHEREAS**, in order to permit the parties to reach an amicable resolution to the aforementioned dispute, Company entered into a tolling agreement with the Zoning Board of Appeals dated August 8, 2024 along with extension agreements thereafter; and

**WHEREAS**, Section 9-105.14(c) entitled "Community Benefit Bonuses" explicitly provides the City Council of the City of Long Beach with the power and authority to grant, *inter alia*, side yard relief in the Residence-Business A Zone in exchange for certain community benefits as "recommended by the Commissioner of Buildings and approved by the City Council..."

**WHEREAS**, Company shall agree to make certain payments to be used for public improvements to the City in the amounts and in the manner provided in this agreement, which payments, together with the findings and determinations of the City Council, establish the benefit of the Project, particularly as it impacts the City and its residents;

**WHEREAS**, in connection with an approval of this Agreement, Company shall withdraw any claim attendant to what it believes is a wrongful denial in Zoning Board Case #2258; and

**NOW THEREFORE, IN CONSIDERATION OF THE MATTERS ABOVE RECITED AND SET FORTH BELOW, THE PARTIES HERETO FORMALLY COVENANT AND AGREE AS FOLLOWS:**

#### **REPRESENTATIONS AND WARRANTIES**

##### **SECTION 1.0        REPRESENTATIONS AND WARRANTIES BY THE CITY**

The City hereby represents, warrants and covenants as follows:

**A. Status:** The City is a municipal corporation of the State of New York, is validly existing under the laws of the State of New York and has the authority to enter into this Agreement and the transaction contemplated herein and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

**B. Authorization:** Consistent with the provisions of the City of Long Beach Code of Ordinances, the City Council has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transaction herein contemplated.

**C. Conflicts:** The City is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by any order, judgment, decree, law, ordinance, rule or regulation, or any agreement or instrument to which the City is a party or by which the City is bound.

##### **SECTION 1.1. REPRESENTATIONS AND WARRANTIES BY COMPANY**

**A. Status:** Company consists of four limited liability companies duly organized and validly existing under the laws of the State of New York with the power to enter into this Agreement and the transaction contemplated herein and to carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and by proper action of its managers and/or members, as applicable, has been duly authorized to execute, deliver and perform this Agreement. While Company's organizational structure may change and Company may remove members and add new members subsequent to execution of this Agreement, no such change shall affect such authorization, nor shall such changes affect anything agreed to herein.

**B. Authorization:** By proper action of its members or managers, Company has been duly authorized to execute, deliver, and perform this Agreement and the consummation of the transaction contemplated herein.

**C. Conflicts:** Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, nor from the execution, delivery, and performance of this Agreement, nor from the consummation of the transaction contemplated herein. The fulfillment of and compliance with the provisions of this Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions or provisions of its organization documents or any other restriction,

law, rule, regulation or order of any court or governmental authority, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Company is a party or by which Company or any of its property is bound, and neither Company entering into this Agreement nor Company discharging and performing its obligations and covenants hereunder will be in conflict with or result in a breach of or constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of Company under the terms of any of the foregoing, and this Agreement is the legal, valid and binding obligation of Company enforceable in accordance with its terms.

**D. Governmental Consents:** No consent, approval or authorization of, or filing, registration or qualification with any governmental or public authority on the part of Company is required as a condition to the execution, delivery or performance of this Agreement by Company or as a condition to the validity of this Agreement.

## COVENANTS AND AGREEMENTS

### SECTION 2.0 GUARANTEED HOST COMMUNITY BONUS BENEFITS

**A. Agreement to Provide Community Bonus Benefits.** Company agrees that it shall make a total of \$200,000.00 in payments to the City in the amounts and pursuant to the events hereinafter provided. City agrees that it shall earmark and shall only use the Community Bonus Benefits provided for under this Agreement to fund public improvements in the City. Because of the proximity of the Premises to the City of Long Beach Boardwalk, Company prefers but City is not bound, to use the funds earmarked for public improvements for: (1) maintenance of the Boardwalk and/or Ocean Beach Park; (2) improvements to the Boardwalk and/or Ocean Beach Park and/or (3) events to be held at the Boardwalk and/or the Ocean Beach Park. Notwithstanding the foregoing, the City's sole obligation regarding the expenditure of funds paid to City by Company under this Agreement is to use them for bona fide public improvements.

**B. Amount of Guaranteed Community Bonus Benefits.** The guaranteed payments shall be as follows:

Company shall pay \$20,000.00 within thirty (30) days from the issuance of all Certificates of Occupancy and all other necessary approvals for the Premises; and

Company shall pay \$20,000.00 within thirty (30) days of the closing of sale of each of the first nine (9) residential units to be sold; and

In the event Company is unable to sell nine (9) residential units within two (2) years from the date of the issuance of all Certificates of Occupancy and all other necessary approvals for the Premises, Company shall pay \$200,000.00 less all other payments made under this Agreement within thirty (30) days of said two (2) year date. For example, if Company is only able to sell six (6) residential units within two (2) years from the issuance of all Certificates of Occupancy and all other necessary approvals for the Premises, Company must pay \$60,000 within thirty (30) days of said two year date.

**C. Withdrawal of Claim(s).** Company agrees to withdraw any claim it could have asserted against the City Zoning Board of Appeals in connection with the decision it rendered on August 8, 2024 upon full execution of this Agreement.

### SECTION 2.1 LATE PAYMENTS

If Company shall fail to make any payment required by this Agreement when due and such delinquency shall continue beyond thirty (30) days after written notice from the City to the Company, the amount overdue shall accrue interest at an annual rate of interest equal to Ten (10%) percent. Company's obligation to make the payment so in default shall continue until such payment has been made in full.

## **SECTION 3.0            CONSIDERATION**

In consideration of Company's payments to the City under this Agreement, the public benefit of the Project, and the City's familiarity with the impact of the Project upon the City and its residents per the standards of the City Code of Ordinances Section 9-105.14(c), as well as the benefit of funding public improvements for the benefit of the City's residents, the City agrees to the following:

- A. That the City agrees to grant all necessary approvals and waivers from the City Zoning Code of Ordinances for Company to maintain its as-built condition, but specifically with respect to covered parking and conversion of a commercial unit to residential unit, per plans drawn by Sion Consulting Engineers, P.C., dated April 1, 2016, last revised February 21, 2025 (the "Plans"). The Plans are annexed hereto as "Exhibit A" and made a part hereof; and
- B. That the City agrees to provide the requisite relief for a modification for Company to maintain a fully residential project at the Premises in accordance with the Plans and in accordance with the City Zoning Code of Ordinances; and
- C. That the City agrees that Company, upon full execution of this Agreement, has obtained all necessary City approvals to maintain:
  - (1) the as-built condition on the Premises, including but not limited to side yard relief necessary to maintain covered parking;
  - (2) approval of a modification to maintain a fully residential project; and
  - (3) any other approvals necessary to build in accordance with the Plans; and
- D. The City finds that, pursuant to Section 9-105.14(c), that this Community Benefit Bonuses Agreement has been duly "recommended by the Commissioner of Buildings and approved by the City Council" and that such approval is "based upon consideration of compatibility of adjacent buildings and structures, current setbacks of existing buildings in the area, vehicle and pedestrian access, visual access, lighting, drainage and utilities, public safety" and that the proposed reduced setback requirements would fulfill the intent and purpose of the Residence-Business A Zone.
- E. City agrees to refrain and forebear from challenging, in any administrative or judicial tribunal, any of the agreements, permits or certificates relating to the construction and operation of the proposed project at the Premises that are built according to the Plans, which include but are not limited to covered parking and conversion to a full residential development.
- F. City agrees that, upon application by Company for Certificates of Occupancy and compliance with all requirements related thereto, City shall issue Certificates of Occupancy and all other necessary approvals within thirty (30) days of Company's application.

## **EVENT OF DEFAULT**

## **SECTION 4.0            EVENT OF COMPANY DEFAULT**

Any one or more of the following events, following applicable notice, grace and cure periods, shall constitute an event of default ("Event of Default") by Company under this Agreement:

(A) A failure by Company to pay when due any amount due and payable pursuant to this Agreement, continued for a period of thirty (30) days after written notice is sent by the City or its representative stating that such payment is due and payable;

(B) A failure by Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder and continuance of such failure for a period of thirty (30) days after written notice is sent specifying the nature of such failure.

## **SECTION 5.0 REMEDIES UPON COMPANY DEFAULT**

(A) Upon an Event of Default as set forth in Section 4.0 herein, the City may commence an action to collect the amount of money due to the City for which Company is required to pay.

(B) Each Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action accrues.

## **SECTION 5.1 REMEDIES UPON CITY DEFAULT**

(A) General. In the event that the City shall fail to observe and perform any of the covenants, conditions or agreements on its part to be observed and performed hereunder (each such event being referred to as a "City Default") and the continuance of such failure for a period of thirty (30) days after the City's receipt of notice specifying the nature of such failure and requesting that it be remedied, Company may take whatever action at law or in equity as may be necessary or desirable to enforce the performance and observance of such obligations, agreements and covenants of the City under this Agreement.

(B) Separate Suits. Each such City Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(C) If, following an Event of Default by the City, the Company should undertake efforts or incur other expenses for the successful enforcement of performance or observance of any obligation, covenant or agreement on the part of the City herein contained, the City shall be liable to Company for reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by Company in connection with such efforts, provided that the Company is, in any way or for any claim, a prevailing party.

## **SECTION 6.0 REMEDIES; WAIVER AND NOTICE**

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Company default or City default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the City or Company to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement. Notwithstanding the foregoing, nothing in this Agreement or Section shall amend, limit

or eliminate any notices required pursuant to New York State General City Law, New York State General Municipal Law or any other applicable law, regulation and/or statute relating to notices.

(D) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

## **MISCELLANEOUS**

### **SECTION 7.0 AMENDMENTS**

This Agreement may not be amended, changed, modified, altered or terminated except by writing executed by the parties hereto.

### **SECTION 8.0 NOTICES**

(A) General. All notices, certificates or other communications hereunder shall be in writing and sent via overnight delivery or priority mail, in either case with delivery confirmation.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder by the City or Company shall be sent are as follows:

To the City:

City of Long Beach  
1 West Chester Street  
Long Beach, New York 11561  
Attention: Corporation Counsel

To Company:

Mozafar Shokrian  
100 West Park Avenue, #306  
  
Long Beach, New York 11561

with a copy to:

Gregory Kalnitsky, Esq.  
Forchelli Deegan Terrana, LLP  
333 Earle Ovington Boulevard, Suite 1010  
Uniondale, New York 11553

(C) Change of Address. The City or Company may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

## **SECTION 9.0            BINDING EFFECT**

This Agreement shall inure to the benefit of, and shall be binding upon, the City, Company, and their respective successors and assigns.

## **SECTION 10.0 SEVERABILITY**

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

## **SECTION 11.0 COUNTERPARTS**

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

## **SECTION 12.0 APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **SECTION 13.0 COMPLETE AGREEMENT**

Unless supplemented or otherwise amended in writing by the City and Company in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject matter set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

## **SECTION 14.0 THIRD PARTY BENEFICIARIES**

Nothing herein is intended to be for, or to inure to, the benefit of any Person other than the parties hereto and the Mortgagees, who are intended to be the sole third-party beneficiaries hereof.

All of the terms, conditions and obligations contained in this Agreement shall be binding upon Company, its heirs, successors and assigns.

## **SECTION 15.0 NO PRESUMPTION**

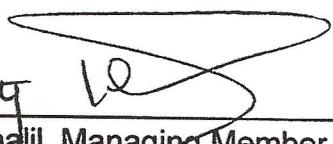
If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

**IN WITNESS WHEREOF**, the City and Company have made this Agreement to be executed in their respective names by their duly authorized officers, all on the date first above written.

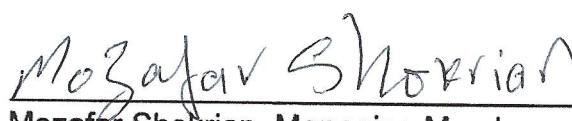
**CITY OF LONG BEACH**

By: \_\_\_\_\_  
Daniel Creighton, City Manager

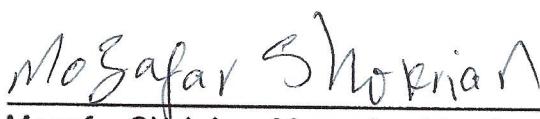
**50 BROADWAY ASSETS LLC**

By:   
Betty Khalil, Managing Member

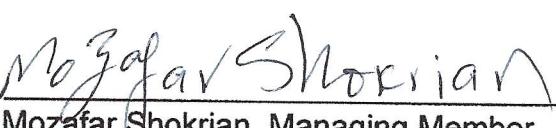
**50 W BROADWAY MANAGEMENT LLC**

By:   
Mozafar Shokrian, Managing Member

**WHITE SANDS LLC**

By:   
Mozafar Shokrian, Managing Member

**50 WEST BROADWAY DEVELOPMENT LLC**

By:   
Mozafar Shokrian, Managing Member

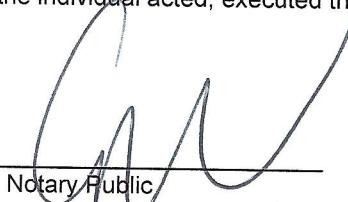
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, the undersigned, personally appeared Daniel Creighton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

State of New York )  
                      ) ss.:  
County of Nassau )

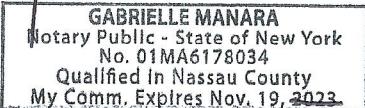
On the 6 day of march the year 2025, before me, the undersigned, personally appeared Mozafar Shokrian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



---

Notary Public

2



2027

## GUARANTY

This GUARANTY (this "**Guaranty**"), dated as of March \_\_\_, 2025 is made by Mozafar Shokrian, an individual with a business address of 100 West Park Avenue, Suite 306, Long Beach, New York 11561 ("**Guarantor**"), in favor and for the benefit of the City of Long Beach, a New York State municipal corporation with a business address located at 1 West Chester Street, Long Beach, New York 11561 ("**Beneficiary**").

Reference is made to the Community Benefit Bonuses Agreement and Settlement Agreement dated as of March \_\_\_, 2025 (the "**Underlying Agreement**"), by and between 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC ("**Obligor**"), and Beneficiary. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Underlying Agreement, and in order to induce Beneficiary to execute the Underlying Agreement, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by Obligor under or relating to the Underlying Agreement (collectively, the "**Obligations**").

Notwithstanding the foregoing, the total liability of Guarantor under this Guaranty shall be limited to an aggregate amount of two hundred thousand dollars (\$200,000) less any payments already made by Obligor pursuant to the Underlying Agreement.

2. Certain Waivers; Acknowledgments.

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) Beneficiary shall be obligated to enforce or

exhaust its remedies against Obligor or under the Underlying Agreement before proceeding to enforce this Guaranty.

(c) Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Obligor.

3. Subrogation. Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

4. Representations and Warranties. To induce Beneficiary to enter into the Underlying Agreement, Guarantor represents and warrants that Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

5. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "Notice") shall be in writing and delivered to the parties at the addresses set forth in the Underlying Agreement or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, email or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

6. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Beneficiary, assign any of its rights, powers or obligations hereunder. Any attempted assignment in violation of this section shall be null and void.

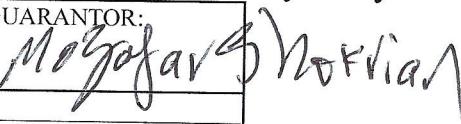
7. Governing Law. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE.

8. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor and Beneficiary with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

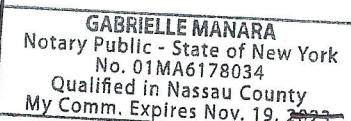
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR:	
	
MOZAFAR SHOKRIAN	

[SWORN TO BEFORE ME THIS [DATE] March 5, 2025

Notary Public]



2027.

Resolution by the Members  
for

50 W BROADWAY MANAGEMENT LLC

We, the undersigned, the members of this limited liability company, hereby certify that the following is a true copy of a resolution adopted by the Members of the Limited Liability Company at a meeting at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the Operating Agreement and New York State Law of the Limited Liability Company.

**RESOLVED:** 50 W Broadway Management LLC hereby approves of the "Community Benefit Bonuses Agreement and Settlement Agreement between the City of Long Beach and 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC."

**RESOLVED:** That Mozafer Shokrian is hereby authorized to sign on behalf of 50 W Broadway Management LLC any contracts or forms for the above referenced Community Benefit Bonuses Agreement and Settlement Agreement.

**RESOLVED:** That Mozafer Shorkian is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the Operating Agreement of the limited liability company.

I further certify that this 50 W Broadway Management LLC is duly organized and existing and has the power to take the action called for by the foregoing resolution.

MEMBERS

MOSSA SHOKRIAN

Mousa Shokrian

MOZAFAR SHOKRIAN

Mozafar Shokrian

IFAJ SHOKRIAN

Ej Shokri

MOSSA RAYHANIAN

Mos Rayhanian

BETTY KHALIL

DATED:

\_\_\_\_\_

**Resolution by the Members  
for**

**50 BROADWAY ASSETS LLC**

We, the undersigned, the members of this limited liability company, hereby certify that the following is a true copy of a resolution adopted by the Members of the Limited Liability Company at a meeting at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the Operating Agreement and New York State Law of the Limited Liability Company.

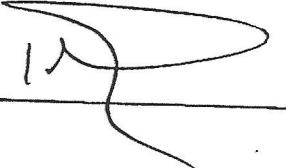
**RESOLVED:** 50 Broadway Assets LLC hereby approves of the "Community Benefit Bonuses Agreement and Settlement Agreement between the City of Long Beach and 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC."

**RESOLVED:** That Betty Khalil is hereby authorized to sign on behalf of 50 Broadway Assets LLC any contracts or forms for the above referenced Community Benefit Bonuses Agreement and Settlement Agreement.

**RESOLVED:** That Betty Khalil is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the Operating Agreement of the limited liability company.

I further certify that this 50 Broadway Assets LLC is duly organized and existing and has the power to take the action called for by the foregoing resolution.

**MEMBERS**

Betty Khalil   

---

---

---

---

---

---

---

**DATED:** \_\_\_\_\_

**Resolution by the Members**  
for

**50 WEST BROADWAY DEVELOPMENT LLC**

We, the undersigned, the members of this limited liability company, hereby certify that the following is a true copy of a resolution adopted by the Members of the Limited Liability Company at a meeting at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the Operating Agreement and New York State Law of the Limited Liability Company.

**RESOLVED:** 50 West Broadway Development LLC hereby approves of the "Community Benefit Bonuses Agreement and Settlement Agreement between the City of Long Beach and 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC."

**RESOLVED:** That Mozafar Shokrian is hereby authorized to sign on behalf of 50 West Broadway Development LLC any contracts or forms for the above referenced Community Benefit Bonuses Agreement and Settlement Agreement.

**RESOLVED:** That Mozafar Shorkian is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the Operating Agreement of the limited liability company.

I further certify that 50 West Broadway Development LLC is duly organized and existing and has the power to take the action called for by the foregoing resolution.

MEMBERS

MOUSSA SHOKRIAN

Moussa Shokrian

MOZAFAR SHOKRIAN

Mozafar Shokrian

IRAJ SHOKRIAN

Iraj Shokrian

MOUSSA RAYHANIAN

Mor

DATED: \_\_\_\_\_

**Resolution by the Members  
for**

**WHITE SANDS LLC**

We, the undersigned, the members of this limited liability company, hereby certify that the following is a true copy of a resolution adopted by the Members of the Limited Liability Company at a meeting at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the Operating Agreement and New York State Law of the Limited Liability Company.

**RESOLVED:** White Sands LLC hereby approves of the "Community Benefit Bonuses Agreement and Settlement Agreement between the City of Long Beach and 50 Broadway Assets LLC, 50 W Broadway Management LLC, White Sands LLC, and 50 West Broadway Development LLC."

**RESOLVED:** That Mozafer Shokrian is hereby authorized to sign on behalf of White Sands LLC any contracts or forms for the above referenced Community Benefit Bonuses Agreement and Settlement Agreement.

**RESOLVED:** That Mozafer Shorkian is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the Operating Agreement of the limited liability company.

I further certify that this White Sands LLC is duly organized and existing and has the power to take the action called for by the foregoing resolution.

MEMBERS

MOUSSA SHOKRIAN

Moussa Shokrian

MOZAFAR SHOKRIAN

Mozafar Shokrian

FRAJ SHOKRIAN

Fraj Shuk

MOUSSA RATHANIAN

Mou

DATED: \_\_\_\_\_

**CORPORATE OFFICE**

11 Columbia Circle Drive West • Albany, NY 12203

[www.nysid.org](http://www.nysid.org) | (518) 463-9706 | 800-221-5994

March 10, 2025

Mr. David W. Fraser  
City Clerk  
City of Long Beach  
Office of the City Clerk  
1 West Chester Street  
Long Beach NY 11561

**Data Imaging Services for the City of Long Beach's Permanent Records Output to Microfilm Project**

Dear Mr. Fraser,

Thank you for allowing NYSID via Seery Systems Group, Inc. (Seery Systems) / Abilities, Partnership the opportunity to provide the City of Long Beach with the following proposal.

I appreciate the time that you spent with Rich Seery to discuss your Permanent Record Files being Output onto 16MM and 35MM Microfilm.

If you are ready to move forward with this project, you simply need to issue a Purchase Order to NYSID. Please sign and return the enclosed Price Concurrence.

If you should have any questions or concerns, please feel free to contact Seery Systems Group, Inc., or myself.

Thank You,  
Katie Cox  
Account Representative – Metro – NY and Long Island

**NYSID/ New York State Industries for the Disabled, Inc**  
11 Columbia Circle Drive  
Albany, NY 12203  
Mobile: (631) 739-7000  
E-mail: [KCox@nysid.org](mailto:KCox@nysid.org)  
Internet: [www.nysid.org](http://www.nysid.org)

**Our Mission is to provide employment for New Yorkers with Disabilities**

**CORPORATE OFFICE**

11 Columbia Circle Drive West • Albany, NY 12203

[www.nysid.org](http://www.nysid.org) | (518) 463-9706 | 800-221-5994

March 10, 2025

Mr. David W. Fraser  
City Clerk  
City of Long Beach  
Office of the City Clerk  
1 West Chester Street  
Long Beach NY 11561

**Data Imaging Services for the City of Long Beach's Permanent Records Project**

Dear Mr. Fraser,

Thank you for allowing NYSID via Seery Systems Group, Inc. (Seery Systems) / Abilities, Partnership the opportunity to provide the City of Long Beach with the following proposal.

I appreciate the time that you spent with Rich Seery to discuss your Permanent Record Files scanning project.

If you are ready to move forward with this project, you simply need to issue a Purchase Order to NYSID. Please sign and return the enclosed Price Concurrence.

If you should have any questions or concerns, please feel free to contact Seery Systems Group, Inc., or myself.

Thank You,  
Katie Cox  
Account Representative – Metro – NY and Long Island

**NYSID/ New York State Industries for the Disabled, Inc**  
11 Columbia Circle Drive  
Albany, NY 12203  
Mobile: (631) 739-7000  
E-mail: [KCox@nysid.org](mailto:KCox@nysid.org)  
Internet: [www.nysid.org](http://www.nysid.org)

**Our Mission is to provide employment for New Yorkers with Disabilities**



## Partnership Request for Price Concurrence

Date Sent:	March 14, 2025	<b>PLEASE UPDATE INFORMATION IF NEEDED</b>
Contracting Agency:	City of Long Beach	
Customer Contact:	David Fraser	
Job Title:	City Clerk	
Street Address:	1 West Chester Street	
City, State Zip:	Long Beach NY 11561	
Phone:	Fax: -	EMail: dfraser@longbeachny.gov

Member Agency:	Abilities
Corporate Partner:	Seery Systems
Description:	Data Imaging City of Long Beach said they have approx. two hundred & eighty-seven (287) transfile size boxes output to 16MM/ 35MM microfilm after they have been scanned
Location:	Garden City, NY

Permanent Records Files	Quantity	Cost Unit	Total
Microfilm Output (16MM)	1,110,000	\$0.053	\$58,830.00
Microfilm Output (35MM)	54,250	\$0.27	\$14,647.50
<b>Estimated Cost to Output Permanent Records to Microfilm</b>			<b>\$73,477.50</b>

Proposed Price:	\$73,477.50
If a Renewal, Current Contract #	NEW CONTRACT - # TBD
Proposed Term: Estimated term:	

**This form is not a contract; it is only an acknowledgment of your concurrence to the above-proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.**

If you are in-agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.

ATTN: Katie Cox

11 Columbia Circle Drive

Albany, NY 12203-5156

E-mail: kcox@nysid.org

Phone: 631-739-7000

Ext.: [Staff Assignment Phone]

Fax: [Staff Assignment Fax]

Authorized Signature: \_\_\_\_\_

NYSID Account Representative

Katie Cox

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Partnership Request for Price Concurrence

Date Sent:	March 14, 2025	<b>PLEASE UPDATE INFORMATION IF NEEDED</b>
Contracting Agency:	City of Long Beach	
Customer Contact:	David Fraser	
Job Title:	City Clerk	
Street Address:	1 West Chester Street	
City, State Zip:	Long Beach NY 11561	
Phone:	Fax: -	EMail: <a href="mailto:dfraser@longbeachny.gov">dfraser@longbeachny.gov</a>

Member Agency:	Abilities
Corporate Partner:	Seery Systems
Description:	Data Imaging approx. two hundred & eighty-seven (287) transfile size boxes
Location:	Garden City, NY

Permanent Records Files	Quantity	Cost Unit	Total
Business Document Scanning & Indexing	1,100,000	\$1.895	\$208,450.00
Large Format Scanning & Indexing	54,250	\$3.16	\$171,430.00
Photo Scanning & Indexing	10,000	\$5.175	\$51,750.00
Supplying of Boxes and Labels	574	\$3.95	\$2,276.30
Labor to Pack Boxes and Inventory Files	80	\$42.50	\$3,400.00
Pickups of Boxes	2	\$350.00	\$700.00
Shredding of Boxes	574	\$7.95	\$4,563.30
Load Images on Hard Drive	1	\$219.99	\$219.99
<b>Estimated Total for Permanent Records Files</b>			<b>\$396,214.59</b>

Proposed Price: \$396,214.59  
If a Renewal, Current Contract #:                          NEW CONTRACT - # TBD  
Proposed Term: Estimated term:                         

**This form is not a contract; it is only an acknowledgment of your concurrence to the above-proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.**

If you are in-agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.

E-mail: [kcox@nysid.org](mailto:kcox@nysid.org)

ATTN: Katie Cox

Phone: 631-739-7000

11 Columbia Circle Drive

Ext.: [Staff Assignment Phone]

Albany, NY 12203-5156

Fax: [Staff Assignment Fax]

NYSID Account Representative

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Katie Cox

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Section I – Document Conversion Services**

## **Project Overview and Scope**

The City of Long Beach said they have approx. two hundred & eighty-seven (287) transfile size boxes (24" x 15.5" x 10.5") of Permanent Record Files, which they would like to have scanned, indexed, and shredded. These records are presently stored at their Maple Facility. These records range in years from the 1950's to the early 2000's. Many of these records are old and in poor condition.

Important Note: Seery Systems staff will need to take all the Permanent Record Files stored in the 287 transfile size boxes and re-box them into 574 of our standard archive boxes (15" x 12" x 10").

We surveyed the Permanent Record Files, and we estimate the following volume of work:

### **Permanent Record Files include:**

- (574) Archive Boxes of Files
- 1,100,000 Business Documents
- 54,250 Large Format Plans
- 10,000 Photos
- Index each file by the type of record it is, for example, Comptrollers Payroll Reports and then the name on each file folder.

The above documents include the following department's' records:

- Comptroller Records (Payroll and Fixed Asset)
- Community Development
- Department of Public Works
- Civil Service
- Building Department
- Corporate Counsel

The above files will be indexed by either two (2) or three (3) fields depending on the type of record they are.

To provide for secure backup and to facilitate authorized access to these records without degrading the originals due to handling the City of Long Beach Building Department recognizes the need for a digital conversion.

## **Conversion Procedures for Scanning Permanents Records**

- Seery Systems will provide the boxes and repack the records into new boxes that are stored at the City of Long Beach Maple facility.
- Seery Systems will transport the boxes to our facility in Garden City Park.
- Seery Systems will create an inventory list of all files in each box and provide the list to the City.
- Seery Systems will index each file. All this information will be found on the front of each file folder.
- Seery Systems will create a Barcode Separator Cover Sheet for each file. If there is a Large Format Plan in the file Seery Systems will create another Barcode Separator Cover Sheet.
- Seery Systems will prepare the documents for scanning which includes pulling all staples, paperclips, taping torn documents and unfolding documents so they are flat and ready to be scanned. These files will require quite a bit of preparation. Many of these documents are old and in poor condition. Some were even water damaged and will be remediated. The Large Format Maps are presently all folded within each folder and need to be unfolded and laid flat for a while before scanning. There are also Roll Plans that are rolled up and need to be laid flat before scanning.
- Seery Systems will scan the regular business documents from 8.5"x11" up to 11"x14" on a standard document scanner while the Large Format Plans (B thru E size) up to 34" x44" will be scanned on a Large Format Engineering Scanner.
- If any of the files contain both regular size documents and Large Format Plans after both sets of documents (regular size and plans) are scanned, they will be merged back together and delivered back as one digital file.
- Seery Systems will scan all documents at 300 DPI and provide the best possible image for each page.
- Upon completion of the scanning process, a final quality control check will be performed. All images will be reviewed for image quality. Any problems discovered with image quality will be corrected *other than those affected by the quality of the original document.*
- Seery Systems will create PDF files of the original TIFF files.
- Seery Systems will create a format for Images and Indexes to meet the specifications of your Laserfiche Document Management system.
- Seery Systems will output and deliver the images back on a hard drive.
- Seery Systems will then deliver all images, indexes, and hard drive to the City of Long Beach for uploading into your Laserfiche Document Management System.
- Once the project is completed and we have delivered the digital files back to the City of Long Beach, we would ask you review the files and then give us written approval to shred your boxes. We usually ask that you can give us approval within thirty (30) days. Seery Systems will email you a Notice of Destruction document which we would ask you to sign so we can move forward with shredding your boxes.

## Section II - Document Conversion Costs

### A. Services for Scanning your Permanent Records

Permanent Records Files	Quantity	Cost Unit	Total
Business Document Scanning & Indexing	1,100,000	\$.1895	\$208,450.00
Large Format Scanning & Indexing	54,250	\$3.16	\$171,430.00
Photo Scanning & Indexing	10,000	\$.5175	\$ 5,175.00
Supplying of Boxes and Labels	574	\$3.95	\$ 2,276.30
Labor to Pack Boxes and Inventory Files	80	\$42.50	\$ 3,400.00
Pickups of Boxes	2	\$350.00	\$ 700.00
Shredding of Boxes	574	\$7.95	\$ 4,563.30
Load Images on Hard Drive	1	\$219.99	\$ 219.99
<b>Estimated Total for Permanent Records Files</b>			<b>\$396,214.59</b>

**Important Note:** The above volume of work is very difficult to estimate because they are Building Department Property Files which contain both standard size business documents as well as many different size Large Format Plans. Depending on the size of a plan they can be folded up multiple times and could take up the space of 8, 16 or 32 regular size documents based on how large the plan is and how many times the plan is folded.

**The above volume of work to be scanned is only an ESTIMATE. Actual number of images scanned will be billed.**

# **Section I – Document Conversion Services**

## **Project Overview and Scope**

The City of Long Beach said they have approx. two hundred & eighty-seven (287) transfile size boxes (24" x 15.5" x 10.5") of Permanent Record Files, which they would like to have output to 16MM/ 35MM microfilm after they have been scanned. These records are presently stored at their Maple Facility. These records range in years from the 1950's to the early 2000's. Many of these records are old and in poor condition.

Important Note: Seery Systems staff will need to take all the Permanent Record Files stored in the 287 transfile size boxes and re-box them into 574 of our standard archive boxes (15" x 12" x 10").

We surveyed the Permanent Record Files, and we estimate the following volume of work:

### **Permanent Record Files include:**

- (574) Archive Boxes of Files
- 1,100,000 Business Documents
- 54,250 Large Format Plans
- 10,000 Photos
- Index each file by the type of record it is, for example, Comptrollers Payroll Reports and then the name on each file folder.

The above documents include the following department's' records:

- Comptroller Records (Payroll and Fixed Asset)
- Community Development
- Department of Public Works
- Civil Service
- Building Department
- Corporate Counsel

The above files will be indexed by either two (2) or three (3) fields depending on the type of record they are.

To provide for secure backup and to facilitate authorized access to these records without degrading the originals due to handling the City of Long Beach Building Department recognizes the need for a digital conversion.

## **Conversion Procedures for Outputting to Microfilm from Scanned Permanents Records**

- After the records have been digitized Seery Systems will output all images onto 16MM and 35MM microfilm for disaster recovery. Regular size documents will be output onto 16MM microfilm while large format plans will be output onto 35MM microfilm.
- Seery Systems will then deliver the microfilm back to the City of Long Beach.

## **Section II – Microfilm Output Conversion Costs**

### **A. Services for Outputting your Permanent Records to 16MM and 35MM Microfilm**

<b>Permanent Records Files</b>	<b>Quantity</b>	<b>Cost Unit</b>	<b>Total</b>
Microfilm Output (16MM)	1,110,000	\$.053	\$58,830.00
Microfilm Output (35MM)	54,250	\$.27	\$14,647.50
<b>Estimated Cost to Output Permanent Records to Microfilm</b>			<b>\$73,477.50</b>

**Important Note:** The above volume of work is very difficult to estimate because they are Building Department Property Files which contain both standard size business documents as well as many different size Large Format Plans. Depending on the size of a plan they can be folded up multiple times and could take up the space of 8, 16 or 32 regular size documents based on how large the plan is and how many times the plan is folded.

**The above volume of work to be scanned and then output to microfilm is only an ESTIMATE. The actual number of images output to microfilm will be billed.**

**TEMPORARY ACCESS AGREEMENT  
BETWEEN  
THE NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AND  
THE CITY OF LONG BEACH  
FOR  
ATLANTIC COAST OF LONG ISLAND, JONES INLET TO EAST ROCKAWAY  
INLET, LONG BEACH ISLAND, NEW YORK HURRICANE AND STORM DAMAGE  
REDUCTION PROJECT**

**THIS ACCESS AGREEMENT** (hereinafter referred to as the "Agreement") is entered by and between the **New York State Department of Environmental Conservation** (hereinafter referred to as the "Department") with offices at 625 Broadway, Albany, New York 12233 and the **City of Long Beach**, New York (hereinafter referred to as the "City") with main offices located at 1 West Chester Street, Long Beach, NY 11561.

**WITNESSETH:** that the City, as authorized by Resolution of the City Council of the City of Long Beach No. \_\_\_\_\_ does hereby grant to the Department, its officers, agents, employees, contractors, subcontractors, representatives, including the United States Army Corps of Engineers (hereinafter referred to as the "USACE"), and its assigns access to enter on and use of the property identified in this Agreement for the purpose of temporary construction staging for the construction and periodic renourishment of the Atlantic Coast of Long Island, Jones Inlet to East Rockaway Inlet, Long Beach Island, New York Hurricane and Storm Damage Reduction Project upon the following terms and conditions:

1. The City does hereby grant to the State, its officers, agents, employees, contractors, subcontractors, representatives, including the USACE and their assigns, permission and irrevocable license to enter and access upon and access roads and right of ways located in the City of Long Beach, Nassau County, as described and outlined in **Exhibit A, known as Pacific Blvd. south of Shore Road and north of Nassau County Tax Parcel 59 A 1**, together with the beds of any roads or right of ways owned by the City of Long Beach located within the Project area, hereinafter referred to as the "Temporary Access Area".
2. Access is granted in, on, over and across the Temporary Access Area, for use by the State and USACE and their officers, agents, employees, contractors, subcontractors, representatives, and assigns as a staging area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and

incident to the construction of the Atlantic Coast of Long Island, Jones Inlet to East Rockaway Inlet, Long Beach Island, New York Hurricane and Storm Damage Reduction Project, together with the right to trim, cut, fell, and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowner, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and access hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. This Agreement shall remain in full force and effect for a period not to exceed ten (10) years from the date of this Agreement with the option to renew for additional renourishment cycles upon mutual agreement of the parties.
4. This Agreement includes the right of ingress and egress on other lands of the City not delineated or described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Department, its officers, agents, employees, contractors, subcontractors, representatives, including the USACE, and their assigns.
5. This Agreement includes the right to enter and place upon the Temporary Access Area any and all tools, equipment and other property necessary for the completion of the Project. All tools, equipment and other property taken upon or placed upon said lands by the Department and USACE, their officers, agents, employees, contractors, subcontractors, representatives, and assigns shall remain the property of the State or USACE and may be removed by them at any time within a reasonable period after expiration of this Agreement.
6. During the period of this Access Agreement, the Department and USACE, and their officers, agents, employees, contractors, subcontractors, representatives, and assigns, shall have the right to inspect and monitor said lands described in this Access Agreement.
7. The City does hereby covenant to the Department, its officers, agents, employees, contractors, subcontractors, and representatives, including the USACE and their assigns, that it is the rightful owner of the lands described in this Agreement or has the right, title and interest in said lands to grant the aforesaid rights and execute this Agreement.

8. The City shall hold and save the Department and the USACE free from all damages arising from the construction, operation, and maintenance of the Project, except for damages due to the fault or negligence of the Department, the USACE or their contractors.
9. This Agreement is intended to prohibit the use of the Temporary Access Area by others including the public to the extent it might damage or interfere with the operations described herein but is not intended to prohibit crossing or use of the Temporary Access Area so long as such crossing or use does not interfere with or prohibit the full intended use of the temporary access herein granted.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year appearing opposite their respective signature.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

BY: \_\_\_\_\_

**Katherine Calogero, Director  
Division of Fiscal Management**

DATED: \_\_\_\_\_

STATE OF NEW YORK

ss:

COUNTY OF ALBANY

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

---

NOTARY PUBLIC

**CITY OF LONG BEACH**

BY: \_\_\_\_\_

**Daniel Creighton  
City Manager**

DATED: \_\_\_\_\_

STATE OF NEW YORK

ss:

COUNTY OF NASSAU

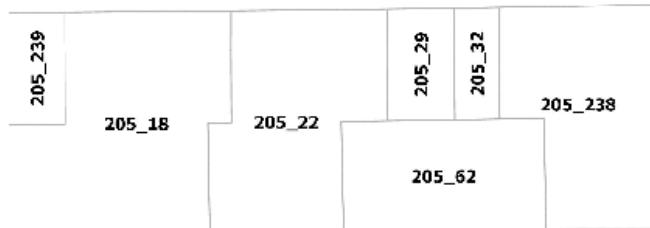
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

---

NOTARY PUBLIC

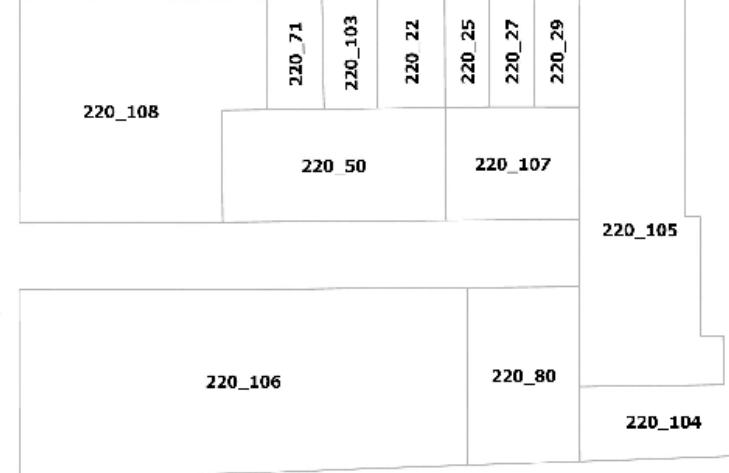
# Exhibit A: Long Beach Real Estate Map

East Broadway

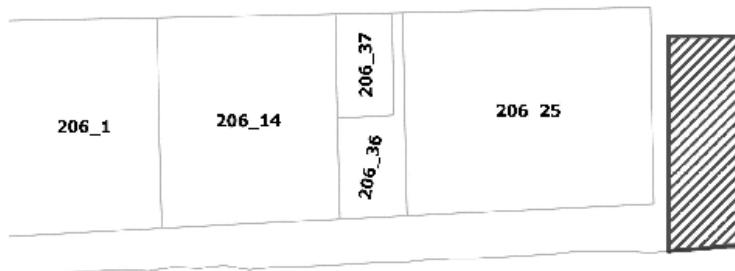


East Broadway

Pacific Boulevard



Shore Road



A\_1

