

**Resolution 6-A**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

**Resolution 6-B**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept Amendment # 1 to the existing 2020 Contract with Jack Morelli Music to provide Special Occasion Musical Performances for the Glen Cove Senior Center.

Funding: A7030-55438 Contractual Services \$1,100.00 (Funding from NYSOFA Grant)

A7030-55439 Contractual Programs \$900.00 (Funding from SAGE Foundation)

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to extend the closure of School Street (between Highland Rd. and Glen St.) and Glen St. (between School St. and Pulaski St.) on Thursdays from 6:00 pm to 9:00 pm and Fridays and Saturdays from 6:00 pm to 10:00 pm for the purpose of Outdoor Dining (by permit only) effective from the time of the New York State Governor's announcement of Phase Two reopening for the Long Island Region through November 1, 2020, subject to all Executive Orders and Guidance from the New York State Governor's Office.

## Resolution 6-D

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into access agreements, for the purpose of obtaining permission for the City and its contractors/subcontractors to access non-City owned property for the rehabilitation of the East Island Bridge Tidal Gates and Dosoris Pond, with the following entities:

1. P. Kevin Castel and Mary Noe
2. East Island Association, Inc.
3. The County of Nassau
4. North Shore Wildlife Sanctuary, Inc.

**Resolution 6-E**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the City of Glen Cove approved roadway consultant, LiRo Engineers Inc. to provide survey, review of drawings, review of contractor payments, clarifications, periodic site visits and punch list. Professional services for the 2020 Capital Improvements Program not to exceed the amount of \$116, 050.00.

Roadway Professional Service: H5110-52260-2009

**Resolution 6-F**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes Police Officer Gregory Dank to attend training offered by HIDTA LITC/Nassau County Police Academy on September 16, 2020 in the amount of \$15.00 and on October 13, 2020 in the amount of \$100.00.

Fund Line: A3120-55442

**Resolution 6-G**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an agreement with New York State for the acceptance of an award in the total amount of \$12,000 for the City of Glen Cove Police Department's participation in the statewide Police Traffic Services Program.

**Resolution 6-H**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for bids for the construction of Packed Tower Aeration System; and

**WHEREAS**, R.J. Industries, submitted the lowest responsible bid; and

**WHEREAS**, it is in the best interest of the City to accept such bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the bid of R.J. Industries, 75 E Bethpage Rd, Bethpage, New York, in the amount of \$2,336,400.

Funding:

**Resolution 6-I**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for bids for plumbing construction of Packed Tower Aeration System; and

**WHEREAS**, Benson Contracting, Inc., submitted the lowest responsible bid; and

**WHEREAS**, it is in the best interest of the City to accept such bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the bid of Benson Contracting, Inc., 652 Union Ave, Holtsville, New York, in the amount of \$1,426,000.

Funding:

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**WHEREAS**, the Purchasing Agent was authorized to advertise for bids for electrical construction of Packed Tower Aeration System; and

**WHEREAS**, Eldor Contracting Corporation, submitted the lowest responsible bid; and

**WHEREAS**, it is in the best interest of the City to accept such bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchasing Agent is hereby authorized to accept the bid of Eldor Contracting Corporation, 30 Corporate Drive, Holtsville, New York, in the amount of \$707,000.

Funding:

**Resolution 6-K**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the dedication of Miller St. in honor of Robert O'Neill, Private 1<sup>st</sup> Class, 1<sup>st</sup> Battalion 502d Infantry Regiment, First Strike WWII Veteran.

**Resolution 6-L**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept Amendment # 1 to the existing 2020 Contract with Selfhelp to provide additional Computers and Licenses for members of the Glen Cove Senior Center.

**Resolution 6-M**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to adopt a procurement policy for the remainder of the year 2020.

**Resolution 6-N**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby declares August 30, 2020 as “Nicholas Pedone Day.”

**Resolution 7-A**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints the following seasonal appointment as indicated:

Name	Hourly Rate	Title	Effective
Fernando Navas	\$11.00	Seasonal Laborer	8/3/2020 - 11/30/2020

Budget Line A7140-51120

**Resolution 8-A**

Resolution offered by Mayor Tenke and seconded by: \_\_\_\_\_

**BE IT RESOLVED**, that Phyllis Burnett is hereby appointed to the Civil Service Commission for a term effective August 25, 2020 through May 31, 2026.

# Resolution 6-A





City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1989-51156	TERMINATION PAYMENTS	\$24,446	
A1990-55940	CONTINGENCY		\$24,446

**Reason for Transfer:**

TO TRANSFER FUNDS FROM MAYOR'S  
CONTINGENCY FUND LINE TO COVER  
SHORTFALL IN TERMINATION PAYMENTS

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo  
DN: cn=Michael A. Piccirillo, o=City of Glen  
Cove, email=mpiccirillo@glencoveny.gov, c=US  
Date: 2020.08.06 09:24:09 -04'00'

Date: AUGUST 6, 2020

City Controller Approval:

Date: AUGUST 6, 2020

City Council Approval – Resolution Number: \_\_\_\_\_

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



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: CITY HALL

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1680-55438	CONTRACTUAL SERVICES	\$1,000	
A1680-55406	SOFTWARE LICENSING	\$1,500	
A1680-55405	SUBSCRIPTION SERVICES	\$4,820	
A1220-54360	PRINTING & OFFICE		\$7,320

Reason for Transfer:

TO TRANSFER FUNDS TO COVER CERTAIN UNBUDGETED  
INFORMATION TECHNOLOGY EXPENDITURES

Department Head Signature: \_\_\_\_\_

Date: AUGUST 10, 2020

City Controller Approval: \_\_\_\_\_

Date: AUGUST 10, 2020

City Council Approval – Resolution Number: \_\_\_\_\_

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



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: PUBLIC WORKS

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-42770-1811	CHIPS REIMBURSEMENT	\$385,723.13	
H5110-42770-1811	EWR REIMBURSEMENT	\$25,417.75	
H5110-52260-1811	ROAD & DRAINAGE		\$411,140.88

Reason for Amendment:

TO ACCEPT STATE AID FROM THE CONSOLIDATED  
LOCAL STREET AND HIGHWAY IMPROVEMENT PROGRAM (CHIPS)  
AND EXTREME WINTER RECOVERY PROGRAM (EWR)  
FOR THE 2018/2019 ROADWAY PROGRAM  
[EXPENDITURE PERIOD SEPTEMBER 16, 2018 - FEBRUARY 3, 2020]

Department Head Signature:  Date: AUGUST 10, 2020

City Controller Approval:  Date: AUGUST 10, 2020

City Council Approval-Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

## BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: PUBLIC WORKS

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-43501-2004	CHIPS REIMBURSEMENT	\$531,821.45	
H5110-43501-2004	PAVE-NY REIMBURSEMENT	\$89,920.83	
H5110-52260-2009	ROAD & DRAINAGE		\$621,742.28

Reason for Amendment:

TO ACCEPT STATE AID FROM THE CONSOLIDATED  
LOCAL STREET AND HIGHWAY IMPROVEMENT PROGRAM (CHIPS)  
AND PAVE-NY PROGRAM FOR THE 2018/2019 ROADWAY PROGRAM  
[EXPENDITURE PERIOD DECEMBER 15, 2018 - JUNE 15, 2020]

Department Head Signature: *Louis Salvo* Date: AUGUST 10, 2020

City Controller Approval: *Michael J. Salvo* Date: AUGUST 10, 2020

City Council Approval-Resolution Number: \_\_\_\_\_ Date: \_\_\_\_\_



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: SENIOR CENTER

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1989-51156	TERMINATION PAYMENTS	\$8,678	
A7030-51101	ANNUAL SALARIES		\$8,678

Reason for Transfer:

TO TRANSFER FUNDS FROM SENIOR CENTER  
VACANT POSITION SALARY TO FUND SEVERANCE PAYOUT

Department Head Signature:

*Christine Rice*

Date: 6/17/20

City Controller Approval:

*Michael J. ...*

Date: JUNE 17, 2020

City Council Approval – Resolution Number: \_\_\_\_\_

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



City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: GCFD

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55428	FIRE DEPARTMENT INSURANCE	\$23,928	
A3410-55438	CONTRACTUAL SERVICES		\$23,928

Reason for Transfer:

TO RECLASS BUDGETED AMOUNTS FROM  
CONTRACTUAL SERVICES TO INSURANCE TO  
PROPERLY CLASSIFY EXPENDITURES

Department Head Signature: 

Date: AUGUST 18, 2020

City Controller Approval: 

Date: AUGUST 18, 2020

City Council Approval – Resolution Number: \_\_\_\_\_

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

# Resolution 6-B



## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Jack Morelli Music

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 64 Academy Lane

City/State/Zip: Levittown, NY 11756

Business Telephone: 631.335.2390

[jackmorellimusic@gmail.com](mailto:jackmorellimusic@gmail.com)

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

(17) Musical Performances for Special Occasions at various rates, for a total of \$5,300.00.

Dates of Service: February 25<sup>th</sup>, 2020 - December 31<sup>st</sup>, 2020

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions:

Upon completion of performance, IC shall submit Invoice for service and GCSC will Voucher for Payment with the City.

- 
5. REIMBURSE-  
MENT OF  
EXPENSES
- AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES
- Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES
- Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &  
COMPEN-  
SATION
- Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT  
OWNERSHIP
- Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.
10. CONFIDENTIALTY
- IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.
11. TERM OF  
AGREEMENT
- This agreement shall become effective on February 25<sup>th</sup>, 2020  
and shall terminate on December 31<sup>st</sup>, 2020

12. TERMINATION  
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION  
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY  
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE  
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

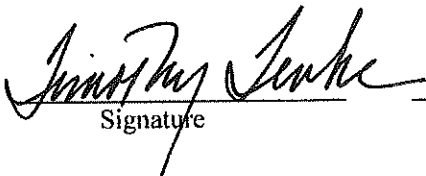
17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

  
Signature

Mayor  
Title

4/6/2020  
Date

**\*INDEPENDENT CONTRACTOR (CONSULTANT)**

Jack Morelli Music Inc.  
Firm/Individual Name

  
Signature

Independent Contractor  
Title

April 6, 2020  
Date

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR (CONSULTANT)**

Jack Morelli Music  
Firm/Individual Name

Jack Morelli  
Signature

\_\_\_\_\_  
Independent Contractor  
Title

8/10/20  
Date

# Resolution 6-E



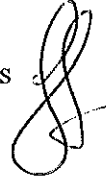
## INTER-OFFICE MEMO

To: Gaspare Tumminello, City Clerk  
Timothy Tenke, Mayor

From: Louis Saulino, Director of Public Works

Date: July 31, 2020

Re: 2020 Roadway Professional Services



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Please authorize the City of Glen Cove approved roadway consultant, LiRo Engineers Inc. to provide survey, review of drawings, review of contractor payments, clarifications, periodic site visits and punch list. Professional services for the 2020 Capital Improvements Program not to exceed the amount of \$116,050.00.

Roadway Professional Service – H5110-52260-2009





July 14, 2020

Louis Saulino, P.E., Director of Public Works  
City of Glen Cove  
Glen Cove City Hall  
9 Glen Street  
Glen Cove, NY 11542

Re: Proposal for Engineering Services for the construction phase of the 2020 Road Program

Dear Mr. Saulino:

As requested, we respectfully submit our proposal for professional engineering services for the 2020 Road Improvement project. A detailed listing of the proposed scope of services and fee is described below.

Scope and Fees

Our estimate to provide engineering services for construction for the project are as follows:

Estimate of cost of Engineering Services during construction:

- |  |                 |
|--|-----------------|
| 1. Review shop drawings<br>Review contractor's payments requests<br>Clarifications<br>Periodic site visits<br>Final close-out and punch list | \$ 20,010       |
| 2. Full time review of construction activities<br>(Assume 90 days of construction)<br>95 days @ 8/hrs./day @ \$120/hr.                       | \$ 91,200       |
| 3. Survey Construction Layout<br>St. Andrews Lane  | <u>\$ 4,840</u> |
| Estimated Cost for Construction Phase Services   | \$116,050       |

Note that LiRo's cost for Construction Phase Services is dependent on the contractor's schedule and any unforeseen issues that might occur during construction.



Engineering Services shall be in accordance with the conditions outlined in LiRo's standard agreement with the City dated June 17, 2014 and by City Resolution dated March 24, 2020. Compensation shall be at 3.0 times the direct salary for Engineering and Surveying services and 2.3 times direct salary for full time review of construction activities as well as reimbursement for approved out-of-pocket expenses at cost.

Maximum rate for professional services shall be \$195/hr.

Should you approve, please indicate your authorization below, and return a signed copy to this office.

If you have any questions, please contact me.

Sincerely,

*Paul Stevens*

Paul Stevens, P.E.  
Associate Vice President

PFS:sm

*Approved 7/30/20  
James Salvi  
Director of PW*

---

Authorization

---

Date



## CONSTRUCTION PHASE SERVICES FOR 2020 ROAD IMPROVEMENT PROGRAM

for the City of Glen Cove

7/14/2020

### STAFFING TABLE

TASK	Title	Hourly rate	Hours	Total
SURVEY	Survey Crew	\$120	32	\$3,840
	Survey Technician	\$125	8	\$1,000
ENGINEERING	Engineer	\$195	18	\$3,510
	Senior Engineering Technician	\$150	110	\$16,500
INSPECTION	Full Time Inspector	120	760	\$91,200
			<b>TOTAL</b>	<b>\$116,050</b>

# Resolution 6-G





6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

## Governor's Traffic Safety Committee

CHUCK DEWEESE  
Assistant Commissioner

Ph: (518) 474-5111  
Ph: (518) 474-5777  
Fx: (518) 473-6946

August 7, 2020

Peter DiMaggio  
Lieutenant  
Glen Cove City Police Department  
1 Bridge Street  
Glen Cove, NY 11542-2514

Re: PTS-2021-Glen Cove City PD-00162-(030)  
Police Traffic Services  
T006678  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2020

Dear Lieutenant Peter DiMaggio:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Glen Cove City Police Department has been awarded a total of \$12,000 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$3,500
Regular PTS Enforcement	\$8,500
Other Than Personal Services	\$0
<b>Grand Total</b>	<b>\$12,000</b>

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. There is a new process for the FFY 2021 contracts. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:bp  
Enclosure  
cc: Christopher Mistrion



Department of  
Motor Vehicles

# NEW PROCESS FOR FFY 2021 CONTRACTS

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:

New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228

5. When the completed Signature with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

GLEN COVE CITY OF

By: \_\_\_\_\_

Printed Name

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

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

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: \_\_\_\_\_

Mary Arthur

Printed Name

Title: Program Manager

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T006678</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>GLEN COVE CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services - PTS</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000802</p> <p>Federal Tax ID Number: 116000350</p> <p>DUNS Number (if applicable): 138820985</p>	<p>AGENCY IDENTIFIER:</p> <p>PTS-2021-Glen Cove City PD -00162-(030)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>9 GLEN ST GLEN COVE, NY 11542</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>9 GLEN ST</p> <p>GLEN COVE, NY 11542</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>1 BRIDGE STREET GLEN COVE, NY 11542</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 280216000 000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2020                      To: 09/30/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 10/01/2020                      To: 09/30/2021</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT:</b></p> <p><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b>        \$12,000</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Attachment A:                                | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions<br><input checked="" type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws   |
| <input checked="" type="checkbox"/> Attachment B:                                | <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> B-1 Expenditure Based Budget<br/> <input type="checkbox"/> B-3 Capital Budget<br/> <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)<br/> <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)<br/> <input type="checkbox"/> B-3(A) Capital Budget (Amendment)<br/> <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment)           </div> <div> <input type="checkbox"/> B-2 Performance Based Budget<br/> <input type="checkbox"/> B-4 Net Deficit Budget           </div> </div> |
| <input checked="" type="checkbox"/> Attachment C: Work Plan                      |  |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule |  |
| <input type="checkbox"/> Other:  |  |

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

### **C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup> As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

## **II. TERM, TERMINATION AND SUSPENSION**

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

***3. Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

## **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

### **C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

### **D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;
- 3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
  - a) to require updates or clarifications to the Questionnaire upon written request;
  - b) to inquire about information included in or required information omitted from the Questionnaire;
  - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
  - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
  - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

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<sup>9</sup> Not applicable to not-for-profit entities.

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**BUDGET** - Any changes in the approved budget must be submitted through the eGrants system and approved by the GTSC **before** the cost is incurred. A budget modification cannot increase the dollar amount of the grant award.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget, then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis except for the Buckle Up New York, "Click It or Ticket (CIOT)" seat belt enforcement mobilization period. The claim for payment reimbursement request for the Buckle Up New York, "Click It or Ticket (CIOT)" seat belt enforcement mobilization must be submitted within 30 days after the end of the mobilization period. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and uploaded into the claim for payment reimbursement request on eGrants. If Other Than Personal Services are being claimed, the supporting documentation mentioned in the Claim for Payment Instruction Guide must also be uploaded into the claim for payment reimbursement request on eGrants. The claim for payment reimbursement request must be submitted through the eGrants system **with** all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system **with** the signed and dated Claim for Payment form **and** all required documentation by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov>.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Equipment approved in the budget must be received by July 31.

## **ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS**

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant.

**REPORTING** - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities. This reporting would be in **addition** to the reports outlined in Attachment D.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the grant year or within 3 years after the end of the grant. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

**Executive Order No. 177, Prohibiting State Contracts that Support Discrimination** – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

**ADMISSIBILITY OF REPRODUCTION OF CONTRACT** - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Notices to the Contractor shall be addressed to:

Peter DiMaggio  
Lieutenant  
City of Glen Cove Police Department  
1 Bridge Street  
Glen Cove, NY 11542

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:**

The contractor must provide occupant protection roll-call video training to all patrol officers working on grant related activities.

## **ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS**

Participation in the Buckle Up New York, "Click It or Ticket (CIOT)" seat belt mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seatbelt mobilization campaign, grant funding can **only** be used to conduct occupant restraint enforcement.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- seat belt and child restraint violations
- speeding violations
- aggressive driving violations
- distracted driving violations
- No Empty Chair enforcement initiatives
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

**End of Attachment A-1 - Program Specific Terms and Conditions**

**ATTACHMENT A-2**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal regulations may be applicable:

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

### **POLITICAL ACTIVITY (HATCH ACT)**

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

### **RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS

**CONTRACTOR SFS PAYEE NAME:** GLEN COVE CITY OF

**CONTRACT PERIOD:** From: 10/01/2020  
To: 09/30/2021

**Personal Services:**

Number of Seat Belt Mobilization Enforcement Hours (During May 24 through June 6), and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
35	\$100.00	\$3,500.00

Number of regular PTS Enforcement Hours and hourly pay rate.<sup>1</sup>

Number of Hours	Hourly Rate	Total Personal Services
85	\$100.00	\$8,500.00

<sup>1</sup>Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar.  
However, agency must request reimbursement for actual officer pay rates.  
GTSC does not reimburse fringe benefits costs on overtime.

**Other Than Personal Services**

Other costs must be related to grant activity. Each item must be listed separately and justified or it will not be considered for funding.

Item	Justification	Item Cost

**Total Other Than Personal Services:** \$0.00

**Total Funding Request:** \$12,000.00

**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Police Traffic Services - PTS

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**CONTRACTOR SFS PAYEE NAME:** GLEN COVE CITY OF

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**CONTRACT PERIOD:** From: 10/01/2020  
To: 09/30/2021

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**General:**

Police Traffic Services (PTS) grants are intended to provide funding for supplemental, overtime enforcement hours to law enforcement agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” Campaign:**

Buckle Up New York (BUNY), “Click It or Ticket (CIOT)”, is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization that will take place May 24 – June 6, 2021. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), “Click It or Ticket (CIOT)” seat belt enforcement mobilization.

**Regular PTS Enforcement:**

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency’s crash reduction goals.

## **CLICK IT OR TICKET**

Buckle Up New York (BUNY), "Click it or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

**Lack of participation in the required May Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.**

**No other enforcement activities will be funded during the two-week mobilization period.**

1. This agency will participate in the Click it or Ticket seatbelt enforcement mobilization that will take place May 24 – June 6, 2021. ☒
2. Agency agrees to submit May Mobilization progress report by June 20, 2021—two weeks after conclusion of the Click it or Ticket mobilization. ☒
3. Agency agrees to submit May Mobilization claim for payment by July 6, 2021. ☒
4. How many dedicated seat belt details does your agency plan to staff during the Click it or Ticket enforcement period? **15**
  - a. Which of the following enforcement strategies will your agency employ?  
Check all that apply:    Checkpoints ☒    Roving patrols ☒    Bicycle patrols ☒  
Other ☐    Please explain:
5. This agency will plan inter-agency enforcement details: Yes ☐    No ☒  
If yes, list at least one partner agency:
6. This agency will conduct a pre- or post-mobilization seatbelt compliance survey: Yes ☒    No ☐
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:  
Yes ☒    No ☐
8. In the space below, provide additional information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.  
**Various check point locations will be used throughout the city along with roving patrols and bicycle patrols.**  
**Earned media** refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>**
9. This agency will conduct earned media efforts prior to or during the 2021 Click It or Ticket enforcement mobilization Yes ☒    No ☐

List outreach:

**social media, pamphlets**

10. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. For a copy of the video, contact the Governor's Traffic Safety Committee.

YES, we will incorporate this ☒

**End of Click It or Ticket Work Plan.**

## **REGULAR PTS**

1. Please name/identify specific locations where crashes are occurring in your jurisdiction. (If multiple, please list your top 3 locations). Provide details.

**Location 1** Speeding along the city's main thorough ways has been a persistent problem within the City of Glen Cove, however Failure to Yield, Driving Too Closely, Driver Inattention, Operating a motor vehicle while texting and Operating a motor vehicle while on a Cell Phone have also been seen as consistent contributing factors when analyzing crash data. The hours between 1100-2000 hours account for a large percentage of vehicle accidents within our city, predominately Mondays through Friday when road congestion is high and commuters are attempting to leave the city. Forest Avenue and Cedar Swamp Road are responsible for a large portion of the reported accidents in Glen Cove. This data was obtained and calculated from accident reports filed by the City of Glen Cove Police Department.

**Location 2** Intentionally left blank.

**Location 3** Intentionally left blank.

2. What is/are the primary contributing factor(s) causing these crashes? Provide details.

**Location 1** Speeding, Failure to Yield, Driving too Closely, Driver Inattention, Operating a motor vehicle while on cell phone have been seen as consistent contributing factors when analyzing crash data. The hours between 1100- and 2000-hours account for a large percentage of vehicle accidents in our city, predominately Mondays through Fridays when road congestion is high and commuters are attempting to leave the city. Forest Avenue, Brewster Street and Cedar Swamp Road are responsible for a large portion of the accidents reported in Glen Cove. This data was obtained and calculated from accident reports filed by the City of Glen Cove Police Department.

**Location 2** Intentionally left blank.

**Location 3** Intentionally left blank.

3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide details.

**Location 1** Monitoring of the contributing factors for all traffic accidents on Forest Avenue, Brewster Street and Cedar Swamp Road will be done on a monthly basis. Adjustments to time and location will be made as needed. Emphasis on maintaining declining traffic accidents will be encouraged, not just during grant periods, but at all times moving forward.

**Location 2** Intentionally left blank.

**Location 3** Intentionally left blank.

4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details.

**Location 1** Marked patrols will be increased on Forest Avenue, Brewster Street and Cedar Swamp Road between 1100- and 2000-hours during weekdays. Speed enforcement will always be present, a roadside speed trailer will be deployed on these streets on various days. Increased enforcement for Failure to Yield, Following too Closely and Driver Inattention will be strongly emphasized. This detail will be instituted at specific times of the year. One wave will be during the first two weeks of the new school year in September. Another wave will be conducted at a time to be determined. We will also be participating in the Click It or Ticket Mobilization, as well as the No Empty Chair Initiative.

**Location 2** Intentionally left blank.

**Location 3** Intentionally left blank.

5. The overarching mission of the PTS grant program is to reduce personal injury and fatal crashes. What is your agency's crash reduction goal in percentage or total number? Provide details.

**Location 1** Our objective is to reduce all traffic accidents within our city, but especially on Forest Avenue, Brewster Street and Cedar Swamp Road where ideally, we would like to try and reduce accidents by at least 15%. As part of that initiative, I would like to see a reduction of accidents that have had contributing factors such as Failure to Yield and Driving Too Closely and Driver Inattention. Our hope is to reach these goals early in the grant period and maintain or decrease those numbers as time goes by. The Goals will be monitored monthly to confirm successes or areas to further address.

**Location 2** Intentionally left blank.

**Location 3** Intentionally left blank.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR; ☐

TSSR; ☐

TraCS; ☐

Agency Data; ☒

Other: ☐

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

**Distracted Driver Campaigns;** ☒

**Operation Safe Stop;** ☒

**No Empty Chair;** ☒

**Pedestrian Safety Enforcement Mobilization;** ☒

**Speed Awareness Enforcement Mobilization;** ☒

**Regional or multi-agency enforcement waves that support GTSC goals** (must not be an impaired wave, commercial motor vehicle inspection or motorcycle only checkpoint.) ☒

**End of Regular PTS Work Plan.**

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment, Initial Payment and Recoupment Language (if applicable):**

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date
Period	Amount	Due Date
Period	Amount	Due Date
Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*)

☒ Quarterly Reimbursement

Due Date 1/30/2021, 04/30/2021, 07/30/2021 and 10/30/2021

☐ Monthly Reimbursement

Due Date \_\_\_\_\_

☐ Biannual Reimbursement

Due Date \_\_\_\_\_

☐ Fee for Service Reimbursement

Due Date \_\_\_\_\_

☐ Rate Based Reimbursement

Due Date \_\_\_\_\_

☐ Fifth Quarter Reimbursement

Due Date \_\_\_\_\_

☐ Milestone/Performance Reimbursement

Due Date/Frequency \_\_\_\_\_

☐ Scheduled Reimbursement

Due Date/Frequency \_\_\_\_\_

☐ Interim Reimbursement as Requested by Contractor \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## **B. Progress-Based Reports**

### **1. Progress Reports**

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### **2. Final Progress Report**

Final scheduled payment will not be due until \_\_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>	<b>DUE DATE</b>
1	10/01/2020 - 03/31/2021	04/15/2021
2	05/24/2021 - 06/06/2021	06/20/2021
3	10/01/2020 - 09/30/2021	10/15/2021

### III. SPECIAL PAYMENT AND REPORTING PROVISIONS

#### Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget, then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis except for the Buckle Up New York "Click It or Ticket (CIOT)" seat belt enforcement mobilization period. The claim for payment reimbursement request for the Buckle Up New York "Click It or Ticket (CIOT)" seat belt enforcement mobilization must be submitted within 30 days after the end of the mobilization period. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and uploaded into the claim for payment reimbursement request on eGrants. If Other Than Personal Services are being claimed, the supporting documentation mentioned in the Claim for Payment Instruction Guide must also be uploaded into the claim for payment reimbursement request on eGrants. The claim for payment reimbursement request must be submitted through the eGrants system **with** all required documentation by the due dates listed in this Attachment D (Payment and Reporting Schedule).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system **with** the signed and dated Claim for Payment form **and** all required documentation by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov>.

#### Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities. This reporting would be in **addition** to the reports outlined in Attachment D.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov>.

#### **End of Attachment D - Payment and Reporting Schedule**

# Resolution 6-H





**D&B ENGINEERS  
AND  
ARCHITECTS, P.C.**

330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

**Board of Directors**

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*Senior Vice President*

William D. Merklin, P.E.  
*Senior Vice President*

August 14, 2020

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

Re: City of Glen Cove  
Packed Tower Aeration System at the Seaman Road Station  
Contract No. 1 - General Construction  
Bid No. 2020-008  
D&B No. 5119

Dear Mr. Saulino:

On August 10, 2020, the following bidders' proposals were opened and read aloud at the City of Glen Cove City Hall, Glen Cove, New York:

R.J. Industries, Inc.	\$2,336,400.00
Darcon Construction	\$2,345,000.00
Philip Ross Industries	\$3,067,000.00
Loduca Associates, Inc.	\$3,530,500.00
Stalco Construction, Inc.	\$3,820,000.00

Based upon review of the bid documents, D&B Engineers and Architects, P.C. recommends award of the General Construction Contract to R.J. Industries, Inc. in the amount of \$ 2,336,400.00.

Prior to sending out the Notice of Award to the Contractor, it is recommended that the City coordinate with the Contractor and NYS Environmental Facilities Corporation (EFC) to provide all bonds required by EFC for review and approval. Additionally, the Contractor shall provide proof of current participation in a NYSDOL approved Apprenticeship Training Program relevant to the work being performed. Issuance of the Notice of Award should be held until these items are received and approved by the required parties.

Upon Notice of Award, the awarded contractor shall be requested to provide the following items:

1. All specified insurance.
2. All specified bonds.
3. EEO Policy Statement.
4. Copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE utilization plan to the MBO within 30 days of their execution.

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
August 14, 2020

Page 2

5. Contractor shall include copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE utilization plan to the MBO within 30 days of their execution.
6. Provide MWBE utilization plan and/or Waiver Request– within 10 days of notification of low bid.
7. Provide SDVOB utilization plan and/or Waiver Request – within 10 days of notification of low bid.
8. Project Work Schedule.

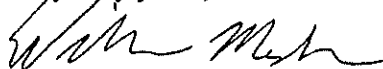
Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract once all items listed above are received from the Contractor and accepted by EFC.

During the term of the Contract the Contractor is required to provide the following:

1. Monthly EEO Workforce Employment Utilization Report
2. Monthly MWBE Contractor Compliance Report
3. Monthly SDVOB Contractor Compliance Report
4. Any changes to the MWBE Utilization plan must be reported
5. Any changes to the SDVOB Utilization plan must be reported
6. Request for Partial or Total Waiver
7. Approval by EFC for all change orders or changes to contract plans

If you have any questions or would like to discuss the project in further detail, please feel free to contact me at (516) 364-9890 Ext. 3401.

Very truly yours,



William D. Merklin, P.E.  
Senior Vice President

WDM/KD/cf

Enclosures

CC: J. Ingram (CGC)  
M. Colangelo (CGC)  
D. O'Connor (CGC)  
A. Fangmann (CGC)  
J. Probert (CGC)  
Y. Quiles (CGC)  
K. Dirr (D&B)

♦5119\WDM081420LS\_Ltr-3

# Resolution 6-I





330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

**Board of Directors**

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*President & Chairman*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

William D. Merklin, P.E.  
*Senior Vice President*

August 14, 2020

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

Re: City of Glen Cove  
Packed Tower Aeration System at the Seaman Road Station  
Contract No. 3 – Plumbing Construction  
Bid No. 2020-008  
D&B No. 5119

Dear Mr. Saulino:

On August 10, 2020, the following bidders' proposals were opened and read aloud at the City of Glen Cove City Hall, Glen Cove, New York:

Bensin Contracting, Inc.	\$1,426,000.00
R.J. Industries, Inc.	\$1,486,000.00
Philip Ross Industries	\$1,518,000.00
Atlantic Wells, Inc.	\$1,967,000.00

Based upon review of the bid documents, D&B Engineers and Architects, P.C. recommends award of the Plumbing Construction Contract to Bensin Contracting, Inc. in the amount of \$1,426,000.00.

Prior to sending out the Notice of Award to the Contractor, it is recommended that the City coordinate with the Contractor and NYS Environmental Facilities Corporation (EFC) to provide all bonds required by EFC for review and approval. Additionally, the Contractor shall provide proof of current participation in a NYSDOL approved Apprenticeship Training Program relevant to the work being performed. Issuance of the Notice of Award should be held until these items are received and approved by the required parties.

Upon Notice of Award, the awarded contractor shall be requested to provide the following items:

1. All specified insurance.
2. All specified bonds.
3. EEO Policy Statement.
4. Copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE utilization plan to the MBO within 30 days of their execution.

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
August 14, 2020

Page 2

5. Contractor shall include copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE utilization plan to the MBO within 30 days of their execution.
6. Provide MWBE utilization plan and/or Waiver Request– within 10 days of notification of low bid.
7. Provide SDVOB utilization plan and/or Waiver Request – within 10 days of notification of low bid.
8. Project Work Schedule.

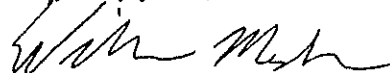
Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract once all items listed above are received from the Contractor and accepted by EFC.

During the term of the Contract the Contractor is required to provide the following:

1. Monthly EEO Workforce Employment Utilization Report
2. Monthly MWBE Contractor Compliance Report
3. Monthly SDVOB Contractor Compliance Report
4. Any changes to the MWBE Utilization plan must be reported
5. Any changes to the SDVOB Utilization plan must be reported
6. Request for Partial or Total Waiver
7. Approval by EFC for all change orders or changes to contract plans

If you have any questions or would like to discuss the project in further detail, please feel free to contact me at (516) 364-9890 Ext. 3401.

Very truly yours,



William D. Merklin, P.E.  
Senior Vice President

WDM/KDt/cf

Enclosures

CC: J. Ingram (CGC)  
M. Colangelo (CGC)  
D. O'Connor (CGC)  
A. Fangmann (CGC)  
J. Probert (CGC)  
Y. Quiles (CGC)  
K. Dirr (D&B)

♦5119\WDM081420LS\_Ltr-2

# Resolution 6-J





330 Crossways Park Drive, Woodbury, New York 11797  
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**Board of Directors**

Steven A. Fangmann, P.E., BCEE  
*President & Chairman*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

William D. Merklin, P.E.  
*Senior Vice President*

August 14, 2020

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

Re: City of Glen Cove  
Packed Tower Aeration System at the Seaman Road Station  
Contract No. 2 - Electrical Construction  
Bid No. 2020-008  
D&B No. 5119

Dear Mr. Saulino:

On August 10, 2020, the following bidders' proposals were opened and read aloud at the City of Glen Cove City Hall, Glen Cove, New York:

Eldor Contracting Corporation	\$707,000.00
Baltray Enterprises Inc. d/b/a Bancker Electric	\$798,591.00
Hinck Electrical Contractors, Inc.	\$918,900.00
JVR Electric, Inc.	\$1,032,000.00

Based upon review of the bid documents, D&B Engineers and Architects, P.C. recommends award of the Electrical Construction Contract to Eldor Contracting Corporation in the amount of \$707,000.00.

Prior to sending out the Notice of Award to the Contractor, it is recommended that the City coordinate with the Contractor and NYS Environmental Facilities Corporation (EFC) to provide all bonds required by EFC for review and approval. Additionally, the Contractor shall provide proof of current participation in a NYSDOL approved Apprenticeship Training Program relevant to the work being performed. Issuance of the Notice of Award should be held until these items are received and approved by the required parties.

Upon Notice of Award, the awarded contractor shall be requested to provide the following items:

1. All specified insurance.
2. All specified bonds.
3. EEO Policy Statement.
4. Copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE utilization plan to the MBO within 30 days of their execution.

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
August 14, 2020

Page 2

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8. Project Work Schedule.

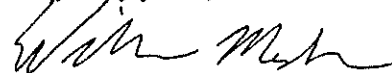
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6. Request for Partial or Total Waiver
7. Approval by EFC for all change orders or changes to contract plans

If you have any questions or would like to discuss the project in further detail, please feel free to contact me at (516) 364-9890 Ext. 3401.

Very truly yours,



William D. Merklin, P.E.  
Senior Vice President

WDM/KDt/cf

Enclosures

EFC Bid Packet Summary of Requirements and Related Forms

CC: J. Ingram (CGC)  
M. Colangelo (CGC)  
D. O'Connor (CGC)  
A. Fangmann (CGC)  
J. Probert (CGC)  
Y. Quiles (CGC)  
K. Dirr (D&B)

♦5119\WDM081420LS\_Ltr

# Resolution 6-L





August 14, 2020

Glen Cove Senior Center  
130 Glen Street  
Glen Cove, NY 11542

Re: Amendment to Licensing and Service Level Agreement

Dear Sir or Madam:

This will confirm our agreement that the Licensing and Service Level Agreement, dated February 12, 2020, between the Glen Cove Senior Center and Selfhelp Community Services, Inc. (the "Agreement") is hereby amended, as set forth herein. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the references to the numbers of Participants and devices in the Agreement, Selfhelp agrees to provide the following numbers of tablets, subscriptions and hotspots, for the periods set forth below, and Glen Cove Senior Center agrees to pay the Final Cost shown below, in a single installment, prior to the commencement of service:

<u>Quantity</u>	<u>Months</u>	<u>Item</u>	<u>Unit Cost</u>	<u>Cost Total</u>
6	-	Tablets	\$289	\$1734
6	6	Subscriptions	60	2160
6	3	Hotspots	35	630
Total				\$4524
Less: Adjustment				164
			<u>Final Cost:</u>	<u>\$4350</u>

Except as expressly provided herein, the Agreement shall continue in full force and effect, in accordance with its terms.

If the foregoing correctly sets forth our agreement, please so indicate by signing this letter in the space provided below, and returning a copy to us.

Very truly yours,  
SELFHELP COMMUNITY SERVICES, INC.

Agreed to and Accepted:  
GLEN COVE SENIOR CENTER

By: Angela Williams  
Name: Angela Williams  
Title: Managing Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Selfhelp Community Services, Inc. 520 Eighth Avenue, 5th Floor, New York, NY 10018 212.971.7600 www.selfhelp.net



Claims Conference ועידת התביעות  
The Conference on Jewish Material Claims Against Germany



The Jewish Federations of North America

# Resolution 6-M



**PROCUREMENT POLICY & PROCEDURES**

**For the  
CITY OF GLEN COVE**



## **Procurement Policy & Procedures**

### **I. PURPOSE**

This policy establishes the guidelines whereby the City of Glen Cove will obtain supplies, equipment and services in a timely manner and at the best value to the residents and taxpayers of the City. Further this policy will be carried out in a manner that maintains fairness to competitive vendors and abides by all applicable Federal, State, and local laws, and the rules and regulations governing public purchasing practices. Employees found to have willfully conducted purchases outside the approved authority may be held personally liable for the costs incurred.

This policy shall be re-authorized by the City Council annually, on the 1<sup>st</sup> Council Meeting of each year.

The Mayor will ensure that the Department Heads distribute the policy to appropriate employees, assure training by purchasing department, and obtain written receipts that both the employee and the Department Head has read and understood this policy therein.

### **II. AUTHORITY OF THE CITY OF GLEN COVE PURCHASING AGENT**

The City Purchasing Agent is a position within the Department of Finance, appointed from an eligible Civil Service list by the Mayor and with consent of the City Council. The City Purchasing Agent shall, in accordance with the Glen Cove Charter Article 11, Section C2-10:

- A. Directly procure or approve purchasing of all supplies, materials, equipment, and contractual services required by any department, office, board or commission of the city, pursuant to such rules and regulations as may be established by the City Council. All purchases made by the Purchasing Agent shall be pursuant to a signed requisition from the head of the department, office, board or commission whose appropriation is to be charged. All purchases shall be made in accordance with the provisions of the New York State General Municipal Law, the City of Glen Cove's Purchasing Policy, and any other state or local legislation.
- B. Establish and enforce, after consultation with the heads of all departments, standard specifications for all supplies, materials and equipment to be purchase by the city.
- C. Prescribe the process of requisitioning for such supplies, materials, and equipment.
- D. Ensure the inspection of deliveries of such supplies, materials and equipment, and cause tests to be made when necessary to determine the quality and conformance with specifications.
- E. Negotiate and submit to City Council for approval all inter-municipal purchasing agreements.
- F. Assure that contracts are subject to City Council approval, providing all relevant detail on Bids/Quotes in a timely and complete fashion.
- G. Solicit by public bid or request for proposal, and recommend for award by the City Council, contracts to vendors that have met the required specifications and will provide the best value to the city.

### **III. POLICY AND EXCEPTIONS TO THE COMPETITIVE BIDDING REQUIREMENT**

The City of Glen Cove Purchasing Agent shall approve **ALL** purchases and issue contracts for supplies, materials, and equipment for the City and any City official, Department, Board, or Agency for which the City may be liable.

The Purchasing Agent shall have discretionary authority to initiate the formal bidding process, whether or not a state or county bid exists. It is the responsibility of the Purchasing Agent to verify that the City Clerk has received a completed Statement of Vendor Qualifications Form from any successful bidder.

The Purchasing Agent shall prepare the notices to bidders, arrange for publication in the official newspaper of the City as prescribed by NYS 103 GML, and assure that the affidavit of publication is filed with the City Clerk's office.

The Purchasing Agent will conduct periodic reviews of the quantities of goods and services purchased by both commodity and vendor to determine if the volume of activity will likely exceed the limits beyond which formal competitive bidding must be conducted.

Competitive bidding is required in all situations as defined by threshold in this policy and where so designated under the provisions of the New York State General Municipal Law, including the "best value" provision (GML 103).

The Purchasing Agent will recommend awards of materials, equipment, and supplies to the lowest, responsible vendor where required by New York State General Municipal Law.

The City Council, via resolution, will award purchasing contracts to the lowest, responsible bidder where required by New York State General Municipal Law and recommended by the Purchasing Agent for contracted public work projects and contracted services. A purchase order will be initiated for all purchases that cost more than \$999.00.

The Mayor is the only authorized signatory power for contracting the City of Glen Cove.

Resolutions should evidence the following:

1. Department – identifies needs, scope of service, and potential providers; assigns initial proposed SEQRA determination; and forwards request to the Purchasing Department.
2. Purchasing Agent – assures proper procedure has been followed and forwards proposed arrangement to Controller.
3. Controller – assures that funds are available or designated and forwards to the City Attorney.
4. City Attorney – reviews as to form and legality.
5. City Council – approves by resolution and forwards to the Mayor.
6. Mayor – signs the contract and forwards to the City Clerk.
7. City Clerk to forward a signed copy of agreement to Department.

### **A. Materials, Equipment, Supplies and Services**

All materials, equipment, supplies or services (purchases or leases) that are not procured through a Federal (GSA), State or County contract or approved National Cooperatives must be let by a competitive process. The City Council is required to establish guidelines to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost by obtaining quotes and purchase orders in accordance with the thresholds as follows:

<b><u>Dollar Range</u></b>	<b><u>Solicitations Required</u></b>	<b><u>Method</u></b>
Less than \$999	One (1)	Written Quote – No PO req'd.
\$1000 - \$9,999	Two (2)	Written Quote + PO + quote form
\$10,000 - \$19,000	Three (3)	Written Quote + PO + quote form
\$20,000 and above	Competitive Bid	Formal sealed bid + PO

Pursuant to NYS General Municipal Law 104b, it is prohibited to break up purchases to stay under the established thresholds. All requisitions that require 2 or more quotes must include the Quote Form #P2-19 (see Appendix III) documenting quotes obtained.

### **B. Public Works**

The Purchasing Agent shall solicit bids and the department head shall solicit quotes for all Public Works Contracts based upon the following guidelines:

<b><u>Dollar Range</u></b>	<b><u>Solicitations Required</u></b>	<b><u>Method</u></b>
Less than \$10,000	Two (2)	Written Quote + PO + quote form
\$10,000 - \$34,999	Three (3)	Written Quote + PO + quote form
\$35,000 or above	Competitive Bid	Formal sealed bid + PO + quote form

All Public Works quotes submitted must include the Quote Form #P2-19 (see Appendix III) documenting quotes obtained. The City Council, via resolution, will award bids to the lowest responsible bidder(s) for all contracted Public Work projects and all Public Works projects of \$35,000 or above. The Purchasing Agent will provide an explanation of the recommendation for each award and make available to the City Council all written quotes to support the final decision-making processes.

### **C. Professional Services and the RFP Process**

Professional Services are defined as those that require special/technical skills, training and/or expertise. These services include, but are not limited to, architectural/engineering design services, surveyors, accounting services, consultants, and legal services. The nature of these services does not readily lend itself to competitive procurement procedures and, therefore, may follow the RFP process and at the discretion of the Procurement Agent and the Controller.

When the Purchasing Agent determines that services fall outside the realm of competitive bidding, the Request for Proposal process may be used in place of competitive bidding. The use of RFP demonstrates the City's intent to rely on a competitive process "to assure the prudent and economical use of public moneys in the best interest of the taxpayers" as required by NYS GML 104b.

The Request for Proposal method of procurement provides prospective vendors with information about the City and promotes competition among vendors to provide the City with realistic proposals tailored to its needs. It provides the City with the proposer's qualifications and experience for purposes of evaluation so that price is not the sole criteria for selection.

All RFPs will be posted through BIDNET. The Request for Proposal shall state the importance of price and other evaluation factors. Discussions with responsible offerors and revisions to proposal may be conducted by the Purchasing Agent in conjunction with the Director of the requisitioning Department for the purpose of clarification, understanding, and conformance to, solicitation requirements with respondents who are being considered for possible award.

The Purchasing Agent and the requisitioning Department Director will recommend for award a vendor to the City Council. The City Council will award or deny via resolution.

The Purchasing Agent will be responsible to submit a recommendation for professional services to the City Council. The recommendation must provide the scope of services required and a narrative as to why the proposal is in the best interest to the City of Glen Cove. Professional Services contracts are awarded by City Council resolution.

#### **D. Government Contracts or "Piggybacking"**

Any contract to purchase apparatus, materials, equipment and supplies or to contract for services related to the installation, maintenance, or repair of such items, may be made through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The underlying contract must be let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities. Purchases made in accordance with this section are not subject to competitive bidding requirements, as authorized by General Municipal Law Section 103.

Purchases made through any contracts that allow for political subdivisions to purchase from them, as well as NYS Contracts, are also exempt from competitive bidding, so long as the contract was awarded in a manner consistent with NYS Law.

It is not necessary to obtain formal quotations when purchases are made from Federal (GSA), State, County contracts or the approved list of National Cooperatives (see Appendix II). Under certain conditions, local townships and villages may be exempt from the formal bid process as well, as long as the following provision is stated in their solicitation: The successful bidder agrees that all political subdivisions of New York State and other entities authorized by law to make such purchases may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

The Departments of the City may purchase materials, supplies, or equipment through piggybacking onto the New York State Office of General Services contracts as they apply to government agencies and municipalities. Department Directors must explore the use of Federal, State, County, and other localities' contracts before requesting the initiation of a City

bid for the same or similar service or commodity. Department Directors may request the Purchasing Agent to issue a City bid if there is reason to believe that better pricing can be obtained or that such actions are in the best interest of the City of Glen Cove.

#### **E. Preferred Sources**

Commodities produced, manufactured or assembled from approved charitable non-profit agencies for the blind, severely disabled, qualified special employment programs for mentally ill persons and qualified veterans workshops are considered to be "Preferred Sources" under New York State Finance Law 162 and are exempt from competitive bidding requirements. (See Appendix 3)

#### **F. Sole-Source Procurement**

A contract may be awarded without competitive bidding when the Purchasing Agent determines, through written documentation from the vendor, which must be verified by the respective Department Head, that there is only one "Sole Source" for the required commodity or service.

To qualify as a Sole Source, the vendor shall demonstrate:

1. Lack of other products providing equivalent or similar benefits;
2. No potential competition from other dealers or distributors;
3. Specific benefit to the City available only through this provider source.

Supporting written documentation of Sole Source procurement shall be maintained by the Purchasing Agent as a matter of public record and shall list each supplier name and the item provided. A vendor classified as a "Sole Source" provider will be required to provide the City with written documentation every two years to prove that their Sole Source status has not changed.

### **IV. COMPETITIVE BIDDING REQUIREMENTS & PROCESS**

Competitive bidding is required in all situations where so designated under the provisions of the General Municipal Law, including the "best value" provision (GML § 103).

At all times, the Purchasing Agent must comply with New York States' Wicks' Law (including but not limited to General Municipal Law Section 101 and Labor Law Section 222). Notwithstanding the monetary thresholds established by the Wicks' Law for competitive bidding on public works projects, the Purchasing Agent and Department Head may, at their sole discretion, require contractors and subcontractors to include documentation with their bid proposals evidencing the existence of an apprenticeship agreement, approved by the New York State Commissioner of Labor, prior to entering into any public works contract with the City in Glen Cove in excess of \$500,000 for prime contractors and \$250,000 for subcontractors.

The Department Director must submit to the Purchasing Agent a detailed request according to the Purchasing Policy. Funding must be available and encumbered to begin the bid process and Capital project descriptions must match Capital project requests

The Purchasing Agent will publicize bid requests in a local newspaper making best efforts to assure inclusion of minority- and women-owned businesses. Legal notice will also be posted on the City's website in the "BIDS AND RFP OPPORTUNITIES" section, as well as on BIDNET.

#### **A. Bid Specifications**

The Purchasing Agent will identify specifications for supplies, commodities or services through information furnished by the requesting Department on all requisitions, and advertise for bids, when legally required, based on the specifications prepared. The requesting Department will have final approval of the specifications and send the Purchasing Agent their approval in writing prior to bid solicitation. Specifications will not be written in such a manner as to effectively favor one bidder. Specifications shall be written to allow any product, commodity, or service that is reasonably equivalent to satisfy the bid requirements.

Requests for items requiring specifications if necessary must contain the following:

1. Physical, chemical, or electrical composition of the item.
2. Dimensions, tolerance, and performance expected of the item.
3. Quantity or estimated quantity required.
4. If a trade-in/upgrade is involved, time and locations of where such items may be examined by bidders.
5. Time and place of delivery.

No employee or representative of the City may offer verbal clarification or communication of any kind relating to any bid specification. All questions regarding bid specifications must be submitted in writing to the Purchasing Agent and must be received no later than 5 business days prior to the opening date to receive a response. Responses will be made in the form of addenda and distributed to all parties of interest.

No employee, consultant, or representative of the City is permitted to reveal to any prospective bidder for any bid or RFP, the names or competitive information of any other prospective bidder or party of interest until such time as the bid or RFP has been opened and made public.

#### **B. Bid Opening and Award**

The procedure for bid openings and awards is as follows:

1. The opening of bids will occur at a place in City Hall as designated by the Purchasing Agent. All interested parties may attend.
2. Bids will be opened at the time specified in the legal notice and no bids will be received or accepted after such time.
3. The sealed Bids shall be opened one by one and the information read aloud as follows:

- a. Name of bidder
  - b. Amount of bid price on each item in which a separate award is permissible.
  - c. The total amount of the bid and/or alternate bid.
4. The Purchasing Agent shall record each bid result on a bid tabulation sheet and shall certify that it reflects the bids as read.
5. If an item for purchase offered by the lowest responsible bidder does not exactly meet all of the bid requirements as advertised, the Purchasing Agent shall still award the bid to such lowest responsible bidder if in his/her opinion and after consultation with the ordering Department, the deviations are so minor in nature that such low bid may be considered "in substantial compliance" with the specifications. Such deviations must not place the bidder in a superior or preferential competitive position to make the low bid. Such decisions by the Purchasing Agent shall be clearly documented and supported.
6. The Purchasing Agent reserves the right to reject any and all bids but will not reject any bid without a documented reason, which must be noted in the official records of the Purchasing Department.
7. The Purchasing Agent and the requisitioning Department head are to submit a formalized bid tabulation sheet and a summary review of submitted bids to the City Council for review at the first scheduled opportunity after a recommendation is finalized. City Council has the responsibility to pass or deny a resolution to accept awarding of the bid to the vendor.

## **V. EXCEPTIONS TO COMPETITIVE BIDDING**

### **A. Emergency Orders**

Emergency orders may only be given in cases where a genuine public emergency or necessity for immediate action exists. Emergency circumstances may only be declared by the Mayor. In accordance with NYS General Municipal Law 103, such powers "are used in emergencies arising out of an accident or other unforeseen occurrence whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision, require immediate action which cannot await competitive bidding."

The Department Director must document the need for emergency action in a memo submitted to the Purchasing Agent, with a copy to the Mayor. The Purchasing Agent shall allow the order but then submit to the Council as soon as possible for approval after the purchase is made

In those situation where the City Council refuses to retroactively approve the Mayor's emergency expense, the Mayor's decision shall stand.

## **VI. PROCEDURES AND POLICIES**

### **A. Purchase-Order Requisitions**

It is the responsibility of the requisitioning Department to provide adequate specification details to the Purchasing Agent.

The Purchase-Order Requisition Form# P1-19 (see Appendix III) must be properly filled out with all quotes and all fields completed. Failure to do so will result in the paperwork being returned to the requisitioning department and will ultimately delay the order.

- a. A quote form must be completed and attached to the PO requisition form and must list all quotes received.
- b. All quotes received from vendors must be attached to the quote form.

The Purchasing Agent will make all purchases in accordance with the City's Purchasing Policy.

### **B. Request for Quotation**

Written formal quotations are preferred in all cases, however, telephone quotes will be allowed to expedite the process pursuant to the limits set forth in the Purchasing Policy Section and as described in Section III, A and B.

Quotations from prospective bidders who are unable to supply the required goods or service and offer a "No-Quote" response to a request are counted toward compliance with this requirement as described below:

The purchasing agent should assure that all quotes and his/her efforts to obtain such quotes in accordance with the numbers required by policy are well documented. Verbal quotes shall be documented in telephone logs that contain the date, vendor name, telephone number, name and title of person spoken to, and the amount of the quote.

In certain instances, an unresponsive quote may be substituted for one required quote. For non-responsive quotes, telephone logs should document the date, vendor name, telephone number and, if applicable, the name and title of the person spoken to or for whom the message was left. Non-responsive written quotes should be documented on the Quote Form# P2-19 (see Appendix III) when submitted to Purchasing, including all relevant information as described for verbal quotes.

Exceptions to procuring the required number of bids as established in this policy should be limited, as defined and approved by the Purchasing Agent. Public interest is best served through the competitive process and all best efforts should be expended to obtain the required number of quotes.

### **C. Request for Proposal**

See subsection III C.

### **D. Purchase Orders/Blanket Purchase Orders**

The Purchasing Agent (or designee) is responsible for issuing all City purchase orders based on requisitions submitted by Department Directors. Funding must be identified and available in the budget to create a purchase order. Only purchase order forms prepared by the Purchasing Agent are to be issued to a vendor.

The Purchasing Agent at his/her discretion may increase a purchase order up to 10% of its original amount to cover the incidental charges such as freight.

Blanket purchase orders are to be used for orders placed with the same vendor on a regular weekly, monthly, or quarterly basis for the same commodities and/or services. Such vendors must have an existing contract with the City or be included via Federal, State, County, other municipality or approved National Cooperative.

Blanket purchase orders for items that are not for recurrent commodities and services on a set basis are not acceptable and may be denied for payment.

Blanket purchase orders may include, but not be limited to, the following types of expenses:

- Utilities: Light, power, telephone, water, and fuel oil.
- Rentals: Contract or Bid, copy equipment, communication radios, security alarms.

It is important to include in the requisition the bidder contract number and the expiration date of a contract or bid when submitting a blanket purchase order. Each department shall make an effort to perform their own research in obtaining proper bids and contracts for the items that they require with direction from the Purchasing Agent if needed.

Purchase requests that require a P.O. (see III A and B of this policy) must have an approved P.O. prior to accepting goods or services.

### **E. Confirming Purchase Orders**

“Confirming Orders” (orders placed for goods and/or services prior to the creation of a requisition/purchase order and prior to approval by the Purchasing Agent) are not an acceptable practice and will result in non-payment of services.

All purchases transacted between the City of Glen Cove and any/all vendors must be authorized in advance by the Purchasing Agent. Orders for goods and services should only be placed after a requisition has been encumbered. Items may not be added to a purchase order after it has been encumbered without the documented prior approval of the Purchasing Agent. If additional items are needed after a purchase order is processed, the Purchasing Office should be contacted for direction. PURCHASE ORDERS WILL NOT BE ISSUED AFTER A PURCHASE IS MADE OR SERVICE HAS BEEN RENDERED.

### **F. Resolution of Change Orders**

Change orders that do not exceed \$3000.00 or 10% on the initial price of the bid, whichever is less, shall not require approval by the City Council. All other change orders require prior City Council approval before they may be assumed. In either case, the Department Head must ensure that there is additional money allotted to the order.

#### **G. Increase/Decrease to Purchase Orders**

The attached Form #P5-19 should be used for any and all purchase-order increases or decreases. The requesting Department must attach an approved resolution to the "Request for Adjustment of a Purchase Order" form and provide justification for the changes requested.

#### **H. Trainings & Conferences**

Prior City Council approval must be obtained for all trainings and conferences by filling out the attached Training Request Form# P3-19 (see Appendix III). Costs should include lodging and travel.

To obtain proper reimbursable rates for travel please refer to the following link:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

When seeking reimbursement for any above costs, please use the Report Form# P4-19 (see Appendix III) when submitting a voucher to Accounts Payable.

#### **I. Goods Receipt**

Packing slips must be signed and dated by the employee accepting delivery for the department and submitted with the claims voucher when processing to Accounts Payable.

#### **J. IT Purchases**

All purchases of computer hardware (monitors, keyboard, mouse, cables, etc.) must be completed through the IT Department Head. Claim vouchers that come for payment without authorization by IT **will not be paid**.

#### **K. New Accounts**

All new charge/house accounts must be opened by the Purchasing Agent and approved by the Controller prior to implementation.

### **VII. ACCOUNTS PAYABLE AND VOUCHER PROCEDURES**

In order to process vendor payment, the Controller's office must receive the following documents from the ordering Department:

#### **1. Packing Slips**

Packing slips must be signed and dated by the employee accepting the delivery for the department and submitted with the claims voucher when processing to Accounts Payable.

#### **2. Payment of Invoices**

In order to process vendor payment, the Controller's office must receive the following documents from the ordering Department:

- Invoice – Original invoices must reference the associated purchase order number. The ordering Department must mark "Final Invoice" on the last invoice to be paid.
- Blanket Purchase Orders – A copy, usually the department copy, of the blanket purchase order with a total of associated invoices signed by the Department Director must be attached to all original invoices.
- Shipping/packing slip – signed by Department designee confirming receipt of goods as ordered.

### **VIII. CONFLICT OF INTEREST**

Purchasing activities are to be conducted in a manner that is in accordance with the law, the best interests of the local government, avoids favoritism, wastefulness, extravagance, fraud and corruption and fosters honest competition to obtain the greatest economic benefit for every tax dollar expended. No City employee or official having responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee or official knows, or should know, that:

- A. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction; or
- B. The employee, employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction; or
- C. The employee, employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- D. The employee, employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

The acceptance of gifts or gratuities, financial or otherwise, from any supplier of materials or services to the City is strictly prohibited. Acceptance of such gifts or gratuities may result in disciplinary action.

## **APPENDIX I**

### **DEFINITIONS**

**Purchase Order** – A written authorization signed by the Purchasing Agent for a supplier to ship products at a specified price, which becomes a legally binding contract once accepted by the supplier.

**Blanket Purchase Order** – Written authorization for a vendor to fulfil multiple orders for the same commodities or services with a maximum dollar limit and time limit. A blanket purchase order (BPO) is an agreement between an organization and a supplier to deliver goods or services with a set price.

**Goods Receipt** – Confirmation of receipt of ordered goods/services by ordering Department.

**Invoice** – A commercial document that references a purchase order number, indicating the products, quantities and agreed prices for products or services the vendor has provided.

**Purchase Contract** – A legal agreement between the City and a vendor for goods and/or services.

**Request for Proposals** – A Request for Proposal (RFP) is the City's competitive solicitation for proposed services for technical or service oriented projects.

**Request for Formal Bid** – A Request for Bid (RFB) is the City's competitive solicitation for supplies, materials, equipment, or project-based specifications developed by the City.

**Specifications** – Detailed description of product or service requirements as defined by the City.

## **APPENDIX II**

### **NATIONAL COOPERATIVES CURRENTLY IN USE:**

1. Sourcewell (formerly NJPA)
2. Omnia Partners (formerly National IPA and TCN)
3. NCPA (National Cooperative Purchasing Alliance)

The addition of participation in other cooperatives must be done through the Purchasing Agent following approval by City Council, via resolution.

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### **APPENDIX III**

Purchases from the following agencies are exempt from competitive bidding:

- Corcraft
- New York State Industries for the Disabled, Inc. (NYSID)
- NYS Preferred Source Program for New Yorkers who are Blind (NYSPSP)

## **APPENDIX IV**

### **REQUIRED FORMS\* TO BE COMPLETED FOR ALL REQUESTS FOR PURCHASES**

*Please note: The attached forms should be updated and assigned standardized identification codes.*

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# CITY OF GLEN COVE

## PURCHASE REQUISITION FORM

DATE: \_\_\_\_\_

P.O. NUMBER: \_\_\_\_\_

FROM DEPT:	FUND LINE NAME:	SHIP TO:
	FUND LINE NUMBER:	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE

SIGNATURE OF EMPLOYEE COMPLETING FORM	RECOMMENDED VENDOR:	ESTIMATED TOTAL COST:
DEPARTMENT HEAD SIGNATURE	CITY VENDOR #	ACTUAL COST:

**\* QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!**



## QUOTE FORM

Supplies, Materials ("Purchase") Contracts:		
Items \$0 - \$1,000.00 No Quotes or PO needed	Items \$1,001 - \$5,000 3 Telephone/Written Quotes	Items \$5,001 - \$19,999 3 Written Quotes

The City of Glen Cove is not responsible for payment of any goods or services that are not authorized by the Purchasing Agent.

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Department: \_\_\_\_\_

	VENDOR NAME AND ADDRESS	TELEPHONE NUMBERS	VENDOR REP NAME	ITEM	QUANTITY	PRICE OF EACH ITEM	TOTAL PRICE
Quote 1							
		Phone					
			EMAIL ADDRESS				
		Fax					
Quote 2							
		Phone					
			EMAIL ADDRESS				
		Fax					
Quote 3							
		Phone					
			EMAIL ADDRESS				
		Fax					

Submit Quote Form with Purchase Requisition Form

Approval of Purchasing Agent

TO BE COMPLETED WHEN USING MORE THAN 1 QUOTE

Form# P2-19

**TO BE COMPLETED FOR ALL TRAINING REQUESTS AND  
SUBMITTED TO CITY COUNCIL FOR RESOLUTION**

**Form# P3-19**

**Timothy Tenke**  
*Mayor*  
**Sandra Clarson**  
*Controller*  
[sclarson@cityofglencove.ny.gov](mailto:sclarson@cityofglencove.ny.gov)



**CITY OF GLEN COVE**  
**OFFICE OF THE CITY CONTROLLER**  
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000  
Fax: (516) 759-6791  
[www.glencove-li.us](http://www.glencove-li.us)

**TRAINING REQUEST FORM**

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

Your Name: \_\_\_\_\_

Department: \_\_\_\_\_

Class Requested: \_\_\_\_\_

Cost of Class: \_\_\_\_\_

Date(s) of Class(es): \_\_\_\_\_

**Costs Associated with Class:**

Airfare: \_\_\_\_\_

Car Service: \_\_\_\_\_

Hotel: \_\_\_\_\_

Meals: \_\_\_\_\_

Rental Car: \_\_\_\_\_

Parking: \_\_\_\_\_

Gas: \_\_\_\_\_

Mileage: \_\_\_\_\_

Tolls: \_\_\_\_\_

**Total Estimated Cost of Class plus Expenses:** \_\_\_\_\_

**FUND LINE:** \_\_\_\_\_

**Department Head Signature:** \_\_\_\_\_

\*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

## Form# P4-19



## Month/Year: \_\_\_\_\_

Department Head

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**TO BE COMPLETED FOR EVERY INSTANCE OF AN INCREASE OR  
DECREASE TO PURCHASE ORDER**

**Form# P5-19**



**Request for Adjustment of Purchase Order**

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

Requestor: \_\_\_\_\_

Increase                  Decrease                  Change

Purchase Order #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Amount of Change: \_\_\_\_\_

Resolution # and Date (if applicable): \_\_\_\_\_

Description/Reason for Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Head Approval Signature

\_\_\_\_\_

Purchasing Agent Approval Signature

\_\_\_\_\_