

Request for Proposals
Professional Traffic and Structural Engineering Services
Downtown Parking Connections Traffic Access Feasibility Study

ATTACHMENT 1:

Map of Potential Connection Areas






Source: Esri,

**City of Glen Cove
New York**

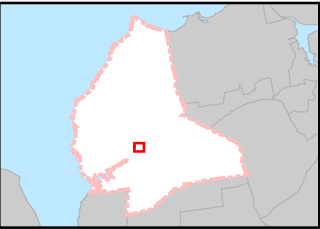


**Glen Cove Downtown
Parking Connections
Traffic Access and
Feasibility Study-
Potential Connection Areas**

Legend

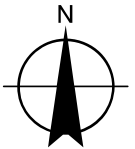
-  County-Owned Roads
-  City-Owned Roads
-  Potential Connection Area

Location within City boundary:



0 80 160
Feet

1 in = 83 ft



 LITe GIS and Survey, P.C.
A LITe GIS and Survey, P.C.

Print Date: 7/23/2019
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City of Glen Cove, New York
Nassau County, New York

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ascertain the usability of the information.

Request for Proposals
Professional Traffic and Structural Engineering Services
Downtown Parking Connections Traffic Access Feasibility Study

ATTACHMENT 2:

Sample City of Glen Cove Contract

**CONSULTANT CONTRACT
BETWEEN THE CITY OF GLEN COVE
AND {INSERT FIRM NAME}**

AGREEMENT dated as of the {INSERT DAY} day of {INSERT MONTH}, {INSERT YEAR}, between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and {INSERT CONSULTANT FIRM NAME}, a corporation under the laws of the State of New York, having its office at {INSERT CONSULTANT ADDRESS} (hereinafter referred to as "Consultant").

W I T N E S S E T H:

WHEREAS, the City requires the services of a professional engineering consultant to perform services as described for the {INSERT PROJECT NAME} (the "Project", as described in Appendix A attached hereto); and

WHEREAS, the City requires the services of a professional engineering consultant to perform services as described in Appendix A attached hereto; and

WHEREAS, the Consultant is qualified and experienced in performing such services;

WHEREAS, the Consultant was selected from a competitive procurement process;

WHEREAS, the aforesaid services will be funded in part from a {INSERT GRANT NAME, IF GRANT FUNDED} Grant administered by {AGENCY FOLLOWED BY AGENCY ACRONYM IN PARENTHESES}, with {INSERT AGENCY ACRONYM} contract number {INSERT CONTRACT # or PROJECT ID #};

NOW, THEREFORE, the parties agree as follows:

1. Term

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the {INSERT} day of {MONTH, YEAR} (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension in a written notice to the City at least thirty (30) days prior to the date of expiration fixed by the terms of this Agreement.

2. Services to be Performed

(a) The Consultant shall perform the services described in the Scope of Services (**Appendix A**) annexed hereto and made a part hereof in conformance with the provisions of this Agreement and in conformance with signed amendments as may be agreed to between the parties to this Agreement.

3. Responsibility of Consultant.

(a) The Consultant shall be responsible for the professional quality, technical accuracy and all other services provided by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services as may be required to complete the Project.

(b) Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(c) All services required shall be performed personally by the Consultant and/or the subcontractors that are part of the Fee Schedule (**Appendix C**). None of the work or services performed under this Agreement shall otherwise be subcontracted without the City's prior written approval.

(d) The Consultant may have to conduct site visits and meet with such appropriate City personnel and agents as the City deems necessary to carry out this Agreement.

(e) The Consultant, in coordination with the City, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the **{Insert grantor contract name}** must acknowledge the support of the **{grantor name}**.

{INSERT ANY OTHER NECESSARY ACKNOWLEDGMENT LANGUAGE}

(f) The Consultant will regularly advise City of the status of the Project, and will coordinate its activities with City and accommodate other City activities at the Project site. The Consultant and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

~~(g) The firm shall make arrangements for all utilities and underground structures to be surveyed and marked out to the extent that they may affect design and construction associated with the Project.~~

4. City's Responsibilities

(a) City agrees to provide information in its possession including studies, available descriptive information about the project site, prior site evaluations and current conditions.

(b) City will cooperate with the Consultant to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with the Project who shall be available to the Consultant and who has the authority to make all decisions required to assure that the Consultant can provide the services per this Agreement.

5. Permits and Other Approvals

Unless specified otherwise the Consultant shall obtain in City's name all permits and approvals required for the Project.

6. Time of Performance.

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. Notice to proceed shall be via a written directive issued by the City.

(b) Within two (2) weeks of the Consultant's receipt of said notice, a critical path method (CPM) Work Schedule detailing all phases of work as outlined in the attached Scope of Services (**Appendix A**) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this Agreement (**Appendix B**).

(c) The work shall be performed under the direction of the City of Glen Cove and in accordance with Article 1 of this Agreement. The Consultant shall not commence work on a phase of the Project without the written approval of the City.

7. Compensation.

(a) It is understood and agreed that the maximum to be paid the Consultant for its services under and specific to this Agreement shall not exceed **(\$ {INSERT CONSULTANT FEE})** per the Fee Schedule (**Appendix C**) attached hereto and made a part hereof. The City has budgeted for the full amount of this contract. The Fee Schedule shall contain a detailed fee proposal including the Consultant and subconsultants. This fee proposal shall include manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

(b) The City shall not be responsible for insurance, payroll taxes or fringe benefits.

(c) The multipliers for overhead costs and fee included in the hourly billing rates in the

fee schedule shall not exceed 2.8 percent for design and reporting tasks ~~and shall not exceed 2.3 percent for construction tasks.~~

8. Method of Payment.

(a) Payments to the Consultant will be made in accordance with the terms of City requirements. All invoices must be accompanied by signed timesheet (hourly backup), City claim vouchers, and other appropriate supporting documentation as requested by the City.

(b) The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the Agreement amount will be retained for up to 60 days after the final product has been delivered in order to ensure full compliance with Agreement guidelines.

9. Additional Rights and Remedies.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

10. Independent Contractor.

The relationship of the Consultant to the City arising out of this Agreement is that of an independent contractor. The Consultant shall have no power or authority to act for, represent or bind the City in any manner, and shall not be entitled to any life insurance, health insurance, pension benefits or other benefits afforded to the regular employees of the City.

11. Delays.

The City shall have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the City. In such event, the Consultant shall be paid such sums as shall be determined by the City to be due and owing for services actually rendered to the date of delay, postponement or suspension, based on the staff time performed to that date. Such delay, postponement or suspension shall not give rise to any cause of action for damages or for extra remuneration against the City.

12. Termination.

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately

discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed services. The Consultant will be paid for its services based on the staff time performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Consultant shall be liable to the City for any additional cost incurred by the City to correct the Consultant's errors.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in compensation shall be made as provided in Paragraph (b) of this clause.

13. Changes.

(a) The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

(b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization from the City.

14. Assignability.

Other than as described in the Consultant's proposal {tailor based on how consultant was selected- did they submit a proposal?} to the City, the Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, provided, however, that claims for money due to the Consultant from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, and until such notice is received, the assignment shall be ineffective against the City.

15. Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest,

direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

16. Property Rights.

All work produced, and the product of all services rendered by the Consultant pursuant to this Agreement, shall be the property of the City. The Consultant agrees that any work based on the services rendered under this Agreement shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

17. Right to Data.

The City shall have unlimited rights, for the benefit of the City, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement, without additional cost to the City; and with respect thereto, the Consultant agrees to and does hereby grant to the City a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials at the request of the City.

18. Disputes.

Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this Agreement, the Consultant shall proceed diligently with performance in accordance with the Agreement and in accordance with the City's direction.

19. Final Payment.

Prior to final payment under the Agreement, or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.

20. Non-Discrimination and Affirmative Action

(a) Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City and Consultant 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. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(b) For this grant-funded project Empire State Development (ESD) has established MWBE participation goals consistent with New York State requirements. The Consultant shall provide documentation related to M/WBE participation if requested by the City.

(c) The Consultant shall comply with all affirmative action policies mandated by the Federal, State and local government.

21. Consulting Liability and Hold Harmless Agreement

The Consultant will be responsible for all damage to life and property due to negligent acts, errors, or omissions of the Consultant, the Consultant's subcontractors, agents, or employees in the performance of service under this Agreement.

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify The City of Glen Cove and Glen Cove Community Development Agency, and all employees, elected officials, departments, boards, commissions and agencies of the City, their agents and servants, in addition to [INSERT GRANTOR AGENCY] (collectively the "Indemnified Parties") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or any Amendments thereto, unless arising out of the Indemnified Parties' gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, the Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Parties

immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than the Consultant are responsible for the claim does not relieve the Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties. In order for the Consultant to be relieved of the duty to defend, there must be no possible factual or legal basis on which the Consultant's duty to indemnify under any provision of this section or this Agreement could be held to attach.

22. Insurance.

The Consultant shall not commence any work, and the Consultant shall not permit any employee or subcontractor to commence any work until satisfactory proof of carriage of all required forms of insurance, as set forth below, are submitted to and approved by the City.

(a) Commercial General Liability Insurance

The Consultant shall take out and maintain during the life of this contract such Commercial General Liability Insurance as will protect it and any subconsultant performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by its subconsultant, or by any directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit of not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence, Three Million and 00/100 (\$3,000,000.00) Dollars aggregate, and Five Million and 00/100 (\$5,000,000.00) Dollars umbrella.

(b) Workers' Compensation Insurance

The Consultant shall take out and maintain, during the life of this contract, Workers' Compensation Insurance to limits required by New York State law for all employees employed at the site of the project, and in the case of any of the work being sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance to limits required by New York State law for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant.

(c) Property Damage Insurance.

The Consultant shall take out and maintain during the life of this contract Property Damage

Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. Property Damage Insurance shall be maintained in an amount of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars for damages on account of any one accident and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars aggregate during the policy period.

(d) Business Automobile Liability Insurance

The Consultant shall take out and maintain during the life of this contract Business Automobile Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars.

(e) Professional Liability Insurance

The Consultant shall take out and maintain Professional Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000) Dollars maintained during and for a period of three (3) years after completion of the City's contract for the subject project with {INSERT GRANTOR AGENCY}.

(f) Disability Benefits

The Consultant shall maintain during the life of this contract Disability Benefits coverage as required by New York State Disability Law.

(g) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City as certificate holder and additional insured. The City of Glen Cove shall be listed as Certificate Holder on all insurance certificates. The Glen Cove Community Development Agency [and INSERT GRANTOR AGENCY NAME] shall be named as "additional insured" on all required liability insurance policies. {IF GRANTOR AGENCY REQUIRES THEY BE ADDITIONAL INSURED, INCLUDE RELEVANT LANGUAGE AND THEIR INSURANCE REQUIREMENTS}

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability thereunder. The City shall be entitled to thirty (30) days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work, a renewal certificate shall be furnished at least ten (10) days before the date of expiration.

Failure to maintain the required insurance shall be grounds for termination for default.

This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by City, whichever is later.

If the Consultant or hires any subcontractors in the course of its performance under the contract, the requirements of this section shall be binding and transferrable to each subcontractor so retained or hired, unless the City authorizes an exception prior to said subcontractor performing work for the City, or unless the subcontractors are covered by the protection afforded by the Consultant. Minor subconsultants or service providers may petition for reduced insurance amounts through the Consultant, but such limits will be established based on perceived liability by the City, value of such minor services, and at the sole discretion of the City of Glen Cove's Director of Public Works and City Attorney.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York and with an AM Best Rating of A-VII or better.

23. Controlling Law.

This Agreement is to be governed by the laws of the State of New York.

24. Successors and Assigns.

(a) The City and Consultant each is hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and Consultant (and to the extent permitted by Paragraph (b) below, the assigns of the City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

(b) Other than as indicated in the Consultant's proposal to the City, neither the City nor Consultant shall assign, sublet or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement without written consent of the other, or execute to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

(c) Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and

Consultant and not for the benefit of any other party.

25. Order of Precedence.

The Consultant shall follow the order of precedence below regarding guidelines pursuant to this Agreement:

(a) {INSERT GRANTOR AGENCY NAMES} guidelines, including but not limited to {INSERT NAME OF GRANTOR-CITY CONTRACT};

(b) City of Glen Cove guidelines;

(c) Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Community Development Agency Executive Director in writing by the Consultant.

26. Code of Ethics.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

27. Covenant against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Subcontractors/Subconsultants.

All subcontractors and subconsultants performing work on this project shall be bound by the same required Agreement provisions as the Consultant. All agreements between the Consultant and subcontractor or other subconsultant shall be subject to review by the City.

NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the

subcontract have been accomplished and documented. When the City has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

29. Service of Process.

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

30. Notice.

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery, or transmitted by facsimile or electronic mail transmission (including PDF) to the authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

{INSERT CONSULTANT NAME}

{INSERT ADDRESS}

{INSERT ATTENTION}

Telephone:

Fax:

Email:

To: City of Glen Cove

Address: City Hall, 9 Glen Street, Glen Cove NY 11542

Attention: Louis Saulino, P.E., Director of Public Works

Telephone: (516) 676-4402

Fax: (516) 676-0108

Email: lsaulino@glencoveny.gov

To: City of Glen Cove

Address: City Hall, 9 Glen Street, Glen Cove NY 11542

Attention: Timothy Tenke, Mayor

Telephone: (516) 676-2004

Fax: (516) 676-0108

Email: tenke@glencoveny.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. The named representatives of the Contractor of City may, for purposes of this Contract, change his or her address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Article.

33. Miscellaneous.

(a) This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

(b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this Agreement.

(c) The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

(d) Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and be enforced as though it were included herein.

(e) All attachments to this Agreement (**Appendices A-F**) are made a part hereof.

ATTACHMENTS

Appendix A: Scope of Services [TO BE ADDED]

Appendix B: Work Schedule [TO BE ADDED]

Appendix C: Fee Schedule [TO BE ADDED]

Appendix D: Organization Chart [TO BE ADDED]

Appendix E: {INSERT GRANTOR-CITY CONTRACT NAME}

Appendix F: Title VI/Non-Discrimination Assurances

IN WITNESS WHEREOF, the {INSERT FIRM NAME} have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

{INSERT FIRM NAME}

By: _____

By: _____

Timothy Tenke, Mayor

Name, Title

Name, Title

ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this **(INSERT DAY)** day of **(INSERT MONTH)** before me personally came and appeared Timothy Tenke, to me known, who being by me duly sworn, did depose and say that he resides at 9 Glen Street, Glen Cove, New York 11542, that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing instrument, that he knows the seal of the City of Glen Cove, the seal affixed to said instrument is such municipal seal, that it was so affixed by order of the City Council of the City of Glen Cove, that he signed his name thereto by like order, and that said order empowered him to bind the City of Glen Cove to the obligations of the foregoing agreement.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this **(INSERT DAY)** day of **(INSERT MONTH)**, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that **(HE/SHE)** resides at **{INSERT ADDRESS}**, that **(HE/SHE)** is the **(INSERT TITLE)** of **{INSERT FIRM NAME}**, the corporation described in and which executed the foregoing instrument, that **(HE/SHE)** knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that **(HE/SHE)** signed **(HIS/HER)** name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement

Notary Public

Appendix A:
Scope of Services

TEMPLATE

**Appendix B:
Work Schedule**

TEMPLATE

Appendix C:
Fee Schedule

TEMPLATE

Appendix D:
Organization Chart

TEMPLATE

Appendix E:

{INSERT GRANTOR-CITY CONTRACT NAME}

TEMPLATE

Appendix F:
Title VI/Non-Discrimination Assurances

TEMPLATE

**Request for Proposals
Professional Traffic and Structural Engineering Services
Downtown Parking Connections Traffic Access Feasibility Study**

ATTACHMENT 3:

City of Glen Cove Title VI/Nondiscrimination Assurances

Standard Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *NYSDOT or USDOT* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *NYSDOT or USDOT*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *NYSDOT or USDOT* may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *NYSDOT or USDOT* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Request for Proposals
Professional Traffic and Structural Engineering Services
Downtown Parking Connections Traffic Access Feasibility Study**

ATTACHMENT 4:

City of Glen Cove Statement of Vendor Qualifications Form

STATEMENT OF VENDOR QUALIFICATIONS

<u>BUSINESS ENTITY INFORMATION</u>				
<u>Legal Business Name</u>		<u>EIN</u>		
Address of the <u>Principal Place of Business</u> (street, city, state, ZIP)		<u>New York State Vendor Identification Number</u>		
		Telephone <div style="text-align: right;">ext.</div>	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone <div style="text-align: right;">ext.</div>	Fax	
Title		Email		
<p>Please note: Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability, and financial standing, and also a statement as to their plant and machinery.</p>				
<p><i>Additional <u>Business Entity Identities</u>: If applicable, list any other <u>DBA</u>, <u>Trade Name</u>, <u>Former Name</u>, <u>Other Identity</u>, or <u>EIN</u> used in the last five (5) years, the state and county where filed, and the status (active or inactive).</i></p>				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) <input type="checkbox"/> <u>Corporation</u>	Date of incorporation
b) <input type="checkbox"/> <u>Public Corporation</u>	Date of incorporation
c) <input type="checkbox"/> <u>Sub-chapter "S" Corporation</u>	Date of incorporation
d) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
e) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
f) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established
g) <input type="checkbox"/> <u>General Partnership</u>	Date Established
h) <input type="checkbox"/> Sole Proprietor	How many years in business?
i) <input type="checkbox"/> Other	Date Established

If Other, explain:

The Contractor's federal employer identification number is: _____

DUNS Number: _____

1.1 Was the Business Entity formed in New York State?

☐ Yes ☐ No

If "No," indicate jurisdiction where the Business Entity was formed:

<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	

1.2 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select N/A if Principal Place of Business is in New York State.)

☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

I. <u>BUSINESS CHARACTERISTICS (continued)</u>																	
<p>1.3 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u>, <u>Women-Owned Business Enterprise (WBE)</u>, <u>New York State Small Business (SB)</u>, or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u>?</p> <p>If "Yes," check all that apply:</p> <p><input type="checkbox"/> New York State certified <u>Minority-Owned Business (MBE)</u></p> <p><input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u></p> <p><input type="checkbox"/> <u>New York State Small Business (SB)</u></p> <p><input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u></p>		<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<p>1.4 Identify <u>Officials</u> and <u>Principal Owners</u>, if applicable. For each person, include name, title, and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Percentage of Ownership (Enter 0% if not applicable)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name	Title	Percentage of Ownership (Enter 0% if not applicable)												
Name	Title	Percentage of Ownership (Enter 0% if not applicable)															

2. **LEADERSHIP INTEGRITY**

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute, or approve bids, proposals, contracts, or supporting documentation on behalf of the reporting entity with any government entity been:

2.0 <u>Sanctioned</u> relative to any business or professional permit and or license?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Other
---	---

2.1 <u>Suspended, debarred, or disqualified</u> from any <u>government-contracting process</u> ?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Other
--	---

2.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> that resulted in findings of civil or criminal violation for any business-related conduct?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Other
---	---

2.3 Indicted, granted immunity, or convicted of a felony or misdemeanor crime, or subject to a judgment for: a. Any business-related activity; or b. Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] Other
---	---

For each "Yes" or "Other" explain:

3. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

3.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government-contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including but not limited to, <u>debarment</u> for violation of New York State Workers' Compensation or Prevailing Wage laws, or New York State Procurement Lobbying Law?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3.1 Been subject to a denial or revocation of a government prequalification?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good-faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative-action requirements</u> on a previously held contract?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
For each "Yes" explain:	

4. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?

[☐] Yes [☐] No

4.1 Been subject to an administration proceeding or civil action seeking specific performance or restitution in connection with any government entity?

[☐] Yes [☐] No

4.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

[☐] Yes [☐] No

For each “Yes,” explain:

5. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

5.0 Had a revocation, suspension, or disbarment of any business or professional permit and/or license?

[☐] Yes [☐] No

5.1 Had a denial, decertification, revocation, or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or federal certification of Disadvantaged Business Enterprise status for other than change of ownership?

[☐] Yes [☐] No

For each "Yes," explain and be sure to attach all relevant licenses and certifications related to this bid, regardless of whether or not there has a problem:

5.2 Does the Reporting Entity carry the following insurances:

- Workers Compensation

[☐] Yes [☐] No

- Disability Benefits Insurance

[☐] Yes [☐] No

- General Liability

[☐] Yes [☐] No

- Comprehensive Automobile Liability

[☐] Yes [☐] No

5.3 Attach any and all related insurance certificates appropriate to the services offered (i.e.: professional malpractice, workers compensation, property coverage, general liability, data breach, etc.) and/or as requested by the purchasing office.

6. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

6.0	Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1	Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.2	Received an OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.3	Had a <u>government entity</u> find a willful prevailing-wage or supplemental-payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.4	Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state, or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.5	Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> , which in the aggregate total \$25,000 or more, or; b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>governmental entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:		

7. FINANCIAL AND ORGANIZATIONAL CAPACITY

7.0 Within the past five (5) years has the Reporting Entity received any formal unsatisfactory-performance assessment(s) from any government entity on any contract?

[] Yes [] No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?

[] Yes [] No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed, and the current state of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity that remain undischarged?

[] Yes [] No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's names(s), the amount of the lien(s), and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

7.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

[] Yes [] No

If "Yes," provide the bankruptcy chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional sheets with numbered responses.

7. FINANCIAL AND ORGANIZATIONAL CAPACITY (continued)

<p>7.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any tax returns required by <u>federal</u>, state, or local laws?</p>	<p>[] Yes [] No</p>
<p>If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file any New York State unemployment insurance returns?</p>	<p>[] Yes [] No</p>
<p>If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>7.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?</p>	<p>[] Yes [] No</p>
<p>a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contracts or grant agreements, significant abuse, or any <u>material disallowance</u>?</p>	<p>[] Yes [] No</p>
<p>If "Yes," to 7.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

8. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either control, or is controlled by, the reporting entity.

8.0 Does the Reporting Entity have any Associated Entities?

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity that controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION 8.

[] Yes [] No

8.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, been indicted, granted immunity, convicted of a crime, or subject to a judgment for:

- a) Any business-related activity; or
- b) Any crime, whether or not business related, the underlying conduct of which was related to truthfulness?

[] Yes [] No

If "Yes," provide an explanation of the issue(s), the individual involved, his/her role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Does any Associated Entity have any currently undischarged Federal, New York State, New York City, or other New York local government liens or judgments (not including UCC filings) over \$50,000?

[] Yes [] No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8. ASSOCIATED ENTITIES (continued)

8.3 Within the past five (5) years, has any Associated Entity:

a) Been <u>disqualified</u> , <u>suspended</u> , or <u>debarred</u> from any <u>federal</u> , New York State, New York City, or other New York local <u>government- contracting process</u> ?	[] Yes [] No
b) Been denied a contract award, or had a bid rejected, based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or other New York local <u>government entity</u> ?	[] Yes [] No
c) Been <u>suspended</u> , <u>cancelled</u> , or <u>terminated for cause</u> (including <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City, or New York local <u>government contract</u> ?	[] Yes [] No
d) Been the subject of an investigation, whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?	[] Yes [] No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	[] Yes [] No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or other New York local <u>government entity</u> ?	[] Yes [] No
g) Initiated, or been subject of, any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	[] Yes [] No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), EIN(s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant date(s), the <u>government entity</u> involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

9. REFERENCES AND PROFESSIONAL MEMBERSHIPS

9.0 Bank References

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____

9.1 Trade Association Memberships

- A. _____
- B. _____
- C. _____
- D. _____

10. CERTIFICATION

10.0 Attach state of financial conditions, including vendor's latest regulated dated financial statement or balance sheet.

Date of current statement or balance sheet: _____

Name and address of firm preparing statement: _____

Dated at _____ This _____ Day of _____ 20 _____

Name of Organization: _____

By:

Title:

State of: _____)

:ss

County of: _____)

M _____ being duly sworn deposes and says that
he/she is the _____ of _____ contractor and that
answers to the forgoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20 _____

Notary Public: _____

My Commission expires: _____

Notary Seal/Stamp

Request for Proposals
Professional Traffic and Structural Engineering Services
Downtown Parking Connections Traffic Access Feasibility Study

ATTACHMENT 5:
City of Glen Cove Vendor Form



CITY OF
GLEN COVE

9 Glen Street
Glen Cove, NY 11542
Telephone: (516) 676-2000
Fax: (516) 759-6791
gcfinance@glencoveny.gov

☐ **NEW**

☐ **UPDATE**

Vendor Form

Vendor # _____

Date: _____ Initial: _____

PLEASE TYPE OR PRINT CLEARLY

Purchase Order Information:

Vendor Name:

MUST HAVE COMPLETED W-9 ON FILE OR ATTACHED

DBA:

Vendor Federal TAX ID/ Social Security #:

Vendor DUNS #: _____

Vendor Address:

Accounts Payable Information:

Vendor Remit Address (if different from Vendor Address):

Phone: _____

Fax: _____

Email: _____

Website: _____

Contact Name:

Title:

Purchase Order Dispatch Preference:

- ☐ **Mail**
- ☐ **Fax:** _____
- ☐ **Email** _____

Type of Business:

- ☐ **Goods** _____
- ☐ **Services** _____
- ☐ **Other** _____

Form Completed by:

Name/Title: _____

Phone Number: _____ **Date:** _____

When a new vendor needs to be entered into our system, complete this form in its entirety and return to the Finance Office at gcfinance@glencoveny.gov. INCOMPLETE FORM WILL RESULT IN NON-PAYMENT.