

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

<b>STATE AGENCY (Name &amp; Address):</b>  NYS Office for the Aging 2 Empire State Plaza Albany, NY 12223	<b>BUSINESS UNIT/DEPT. ID:</b>  <b>CONTRACT NUMBER:</b> T210013  <b>CONTRACT TYPE:</b> <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>  CITY OF GLEN COVE	<b>TRANSACTION TYPE:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
<b>CONTRACTOR DOS INCORPORATED NAME:</b>  CITY OF GLEN COVE	<b>PROJECT NAME:</b>  GRANT IN AID
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  NYS Vendor ID Number: 1000000802 Federal Tax ID Number: 116000350 DUNS Number (if applicable):	<b>AGENCY IDENTIFIER:</b>   <b>CFDA NUMBER (Federally Funded Grants Only):</b>
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>  9 GLEN STREET GLEN COVE, NY 11542  <b>CONTRACTOR PAYMENT ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address   <b>CONTRACT MAILING ADDRESS:</b> <input type="checkbox"/> Check if same as primary mailing address  130 GLEN STREET GLEN COVE, NY 11542	<b>CONTRACTOR STATUS:</b>  <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit  Charities Registration Number: EXEMPT  Exemption Status/Code:  <input type="checkbox"/> Sectarian Entity

Contract Number: # T210013

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Master Grant Contract, Face Page



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

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 01/01/2022      To: 12/31/2022</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 01/01/2022      To: 12/31/2022</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>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 22,500</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>																														
<p><b>FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:</b>  (Out years represent projected funding amounts)</p>																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 20%;">CURRENT PERIOD</th> <th style="width: 20%;">CURRENT AMOUNT</th> <th style="width: 20%;">AMENDED PERIOD</th> <th style="width: 20%;">AMENDED AMOUNT</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>		#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT	1					2					3					4					5				
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<p><b>ATTACHMENTS PART OF THIS AGREEMENT:</b></p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> Other: Appendix A-3, LIF</p> </div> <div style="width: 50%;"> <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget      <input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget      <input type="checkbox"/> B-4 Net Deficit Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> <p><input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment)</p> </div> </div>																															

Contract Number: # T210013



## RESOLUTION 6B



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

### CONTRACTOR

City of Glen Cove

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

Signature

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

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

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

### STATE AGENCY

New York State Office for the Aging

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

Signature

Karen Jackuback

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

Title: Deputy Director, Division of Finance  
and Administration

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) \_\_\_\_\_



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.



## RESOLUTION 6B



**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. To the extent

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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.





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

<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.





## RESOLUTION 6B



reports shall be used to determine funding levels appropriate to the next annual contract period.

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.

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

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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.

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:**

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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



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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).





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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.





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- 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



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(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.



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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-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, 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-S08-005, 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





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\$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



## RESOLUTION 6B



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



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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

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



## RESOLUTION 6B



prevailing supplements, including the premium rates for overtime pay, as determined by the State 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

The provisions of Sections I through IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts. Program specific clauses, if any, are contained in Section V of this Attachment A-1.

### **I. General Provisions**

- A. Laws, Rules, Regulations:** The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. Non-Discrimination Statutes:** The Contractor agrees to comply with all federal and State non-discrimination laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, *et seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*), the Civil Rights Act of 1964, as amended, (42 U.S.C. Chapter 21), the Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)), the New York State Human Rights Law, as amended (Article 15 of the Executive Law), and all rules and regulations pertaining thereto which are in effect or become effective during the term of this Agreement.
- C. Language Accessibility:** The Contractor agrees to examine the services it provides and develop and implement a system so that persons with limited English proficiency can have meaningful access to those services.
- D. State Monitoring:** The Contractor agrees to and shall cooperate with all efforts by the State to monitor activities under this Agreement, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records, and development of a corrective action plan if required by the State.
- E. Program Changes:** The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.
- F. Budget Changes:** The Contractor shall make expenditures only for authorized items of expense contained in the Budget (Attachment B). Cost overruns of up to \$1,000 or 10% (whichever is greater) for an individual budget category for authorized



items of expense will be allowed as long as the total costs do not exceed the total amount of the contract. If expenditures for other than authorized items become necessary, the Contractor shall submit a written request for approval from the State and await State approval before incurring such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by the State before these costs will be reimbursed. Budget modifications shall not result in an increase in the amount made available under this Agreement unless the State gives its express written consent.

**G. Notice:**

1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.
2. Notices to the Contractor shall be addressed to the Contractor's designee identified in Attachment C, the Work Plan.

**H. Subcontracts:** The Contractor may enter into subcontracts for the provision of the services under this Agreement. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

**I. Aging Network Cooperation:** The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

**J. Community Cooperation:** The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

**K. Contract Personnel:** The Contractor is solely responsible for recruitment, hiring, and retention, of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

**L. Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.



**M. Indemnification Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

## **II. Term, Termination and Suspension**

**[Reserved]**

## **III. Payment and Reporting**

**[Reserved]**

## **IV. Additional Contractor Obligations, Representations and Warranties**

### **A. Property:**

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.





## RESOLUTION 6B



2. The Contractor agrees that any public information materials or other printed or published materials will:

a) Give due recognition to the fact that the program is supported with State Funds and, if funded with Federal funds, the applicable Federal funding agency. Such recognition shall be in a form prescribed by the State; 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 and, if funded with Federal funds, the applicable Federal funding agency. Such statement shall be in a form prescribed by the State.

3. Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

**B. Confidentiality:** The Contractor agrees to maintain the confidentiality of all personal information collected in its performance of this Agreement.

**C. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses:** Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.



### **V. Program Specific Clauses**

A. **Nutrition Services:** If nutrition services are provided under this Agreement, the Contractor shall have all sites and food preparation facilities (subcontracted and directly operated) inspected annually by the local Health Department. The Contractor shall also obtain written confirmation or permits certifying that sites and food preparation facilities comply with any applicable fire or building codes. Food service practices must comply with all applicable Federal, State (including Part 14, Chapter 1 of the State Sanitary Code) and local health and sanitation regulations.

B. **Legal Opinions:** Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless prior written approval of the Attorney General is obtained. Requests for said approval should be submitted to the Solicitor General, Office of the Attorney General, Division of Appeals and Opinions, State Capitol, Albany, New York.

### **C. Payment and Reporting**

1. In the absence of new legislative authorization allowing the use of these State funds for the purpose described in this Agreement, the State may only be authorized to reimburse vouchered claims for payment of approved expenses incurred up to and including March 31 of the applicable State Fiscal Year, or the ending date(s) of all subsequent amendments to this Agreement.

2. In the event that new legislative authorization (reappropriation) permits the use of these State funds subsequent State fiscal year(s), the State is authorized to reimburse vouchered claims for payment for approved expenses incurred by the earlier of the end of the grant period or the ending date of the fiscal year for which such authorization is received.

3. The Contractor understands and agrees that all payments to be made hereunder are subject to the availability of State funds and, the State shall have no liability to the Contractor beyond the amounts made available under the current State Budget. The State will not be liable for payments pursuant to any contract, grant, or agreement made pursuant to an appropriation in any account of the Community Projects Fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to Article VI, §99-d\* (6a) of the State Finance Law.

### **D. Property**

1. If funds are used for construction/renovation projects, the facility will be used for the purpose of providing services to senior citizens for a period of not less than ten (10) years after the date of the completion of construction/renovation of the



facility. If the facility is not used for this purpose for at least ten years, the State is authorized to recoup all or part of the funding provided under this Agreement. Furthermore, the facility constructed/renovated must always be substantially used in furtherance of non-sectarian or non-religious activities.

#### **E. Safeguards for Services and Confidentiality**

1. The Contractor shall:
  - a) serve senior citizens aged sixty or older;
  - b) when providing nutrition services, serve the spouses of seniors, regardless of age;
  - c) when providing nutrition services, serve handicapped or disabled individuals who have not attained sixty years of age but who reside in housing facilities occupied primarily by senior citizens at which congregate nutrition services are provided;
  - d) when providing home-delivered meals:
    1. serve senior citizens who suffer from impaired mobility by reason of illness, incapacitating disability, or are otherwise isolated and lack informal support;
    2. serve the spouse of the senior citizen, regardless of age or condition, if, according to program eligibility criteria, receipt of the home-delivered meal is in the best interest of the senior citizen.
2. The Contractor agrees that the senior citizens served under this Agreement:
  - a) will be provided an opportunity to voluntarily contribute in a confidential manner toward the cost for those services received under this Agreement for which there is normally a charge in the community;
  - b) will not be denied a service because they are unable or unwilling to voluntarily contribute;
  - c) will not be required to pay fees of any kind to receive these services, unless the contractor has submitted a written request to the State and received approval for a waiver from the prohibition on charging fees;
  - d) will not be denied a service because they are unable to pay fees in the event that the State approves a waiver from the prohibition on charging fees.



# RESOLUTION 6B



## ATTACHMENT B-1 BUDGET SUMMARY

Contractor: Glen Cove Senior Center

Contract: T210013

Contract Period: 1/1/2022-12/31/2022

NOTE: The maximum amount of the total award that can be budgeted for administrative expenses is 15%

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 5,605	\$ 5,605
2. Fringe Benefits	-	-	-
3. Equipment	-	6,100	6,100
4. Travel	-	-	-
5. Maintenance & Operations	-	905	905
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	13,190	13,190
8. Total Budget (sum of Lines 1 - 7)	-	25,800	25,800
9. Less: Program Income/Contributions	-	(3,300)	(3,300)
10. State Funds Requested (Line 9 minus Line 10)	\$ -	\$ 22,500	\$ 22,500

Contract Number: T210013

Page 1 of 5: Attachment B-1 - Budget



# RESOLUTION 6B



## ATTACHMENT B-1

Contractor: Glen Cove Senior Center

1. Personnel				
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Charged to Program		
		Admin	Services	Total
N Jacqueline Tecce	\$62			
T Site Manager (Kitchen Supervisor)			1,476	1,476
N Heidi Jensen	\$47			
T Assistant Site Manager Kitchen Asst Su			1,128	1,128
N Eric Shuman	\$44			
T Program Coordinator			3,000	3,000
N				
T				-
N				
T				-
N				
T				-
N				
T				-
N				
T				-
N				
T				-
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.				
TOTAL		\$ -	\$ 5,605	\$ 5,605

2. Fringe Benefits - List the Total Fringe Benefits in the space provided			
TOTAL			\$ -

Contract Number: T210013

Page 2 of 5: Attachment B-1 - Budget



**ATTACHMENT B-1****Contractor:** Glen Cove Senior Center

**3. Equipment:** List below items having a unit cost of \$1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than \$1,000, provide a description and total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
Interactive Projector	1	P	\$6,100	6,100
	<b>Miscellaneous Equipment</b>			
			<b>TOTAL</b>	\$ 6,100

**Amount of Equipment Costs Charged to:****Administration** \_\_\_\_\_ **Services** \$ 6,100**4. Travel****NOTE: No out of state travel is allowed**

Mileage - indicate the rate per mile-->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
			<b>TOTAL</b> \$ -

**Amount of Travel Costs Charged to:****Administration** \_\_\_\_\_ **Services** \_\_\_\_\_

Contractor: Glen Cove Senior Center

<b>5. Maintenance and Operations</b>		
Rent/Utilities: Include information below for rental property		
Location/Address: _____		
Owner: _____		
Monthly Rental:	_____ x _____ x _____ = \$ -	
	amt. % chargeable # months	
<b>Sub-Total</b>		
Utilities: _____		
Janitorial Services: _____		
Facility Maintenance & Minor Repairs: _____		
<b>Sub-Total</b>		-
Telephone: _____		<b>Sub-Total</b>
Postage: _____		<b>Sub-Total</b>
Supplies: (Supplies may include office, program and maintenance supplies)		<b>Sub-Total</b> 905
Printing & Photocopying _____		<b>Sub-Total</b>
Equipment Maintenance & Repair: (describe equipment and list amount)		
_____	_____	
_____	_____	
_____	_____	
<b>Sub-Total</b>		-
<b>TOTAL</b>		\$ 905

Amount of Maintenance and Operations Charged to:

Administration	_____	Services	\$ 905
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<b>6. Other Expenses:</b> List only those items which do not fit under other budget categories. Include item and amount.	
<b>TOTAL</b>	\$ -

Amount of Other Expenses Charged to:

Administration	_____	Services	_____
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Contract Number: T210013

Page 4 of 5: Attachment B-1 - Budget



## RESOLUTION 6B



### ATTACHMENT B-1

Contractor: Glen Cove Senior Center

**7. Subcontractors/Consultants:** List each service provider below and the type of service. If the provider is paid an hourly rate or by some other unit cost, indicate below. For subcontractors paid more than \$25,000, a subcontractor budget must also be submitted.

Organization/Type of Service	Unit Rate, if applicable	Amount
(5) Jack Morelli / (1) MJB Administrative Live Musical Performances for COF- SC	(5)650, (1)950	\$ 4,200
(7) Jack Morelli Live / Virtual Special Event Musical Performances- SC	\$250	1,750
(24) Tai Chi Instruction Clases- ADP	\$75	1,800
(24) Zumba Exercise Classes- ADP	\$60	1,440
(48) Musical Therapy Sessions-ADP	\$50	2,400
(12) NYMA / Meet Me in the Galleries- ADP	\$100	1,200
(2) Volunteers for Wildlife- Demonstration / Lecture of Wildlife for ADP	\$200	400
	<b>TOTAL</b>	\$ 13,190

Amount of Subcontractors/Consultants Charged to:

Administration \_\_\_\_\_

Services \$ 13,190

8. Total Budget (sum of Lines 1 - 7)	\$ 25,800
9. Less: Program Income/Contributions	\$ 3,300

All Program Income is Classified as: Services \$ 3,300

10. State Funds Requested (Line 8 minus Line 9)	\$ 22,500
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Contract Number: T210013

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**Attachment C – Program Work Plan  
Grant-in-Aid Program**



**RESOLUTION 6B**



**Contact Information for Contractor's designee to receive notice:**

Name of Individual: Carol Waldman  
Address: 130 Glen Street, Glen Cove, NY 11542

Telephone Number: 516.759.9615  
E-mail Address: crice@glencoveny.gov

**Provide the following information for the organization named as the grant recipient:**

**1) Describe the purpose of your organization:**

The Glen Cove Senior Center is dedicated to enriching the lives of senior citizens in the City of Glen Cove, Glen Head, Glenwood Landing, the Village of Sea Cliff, and surrounding Nassau County communities by providing nutrition, recreation, education, and social services for all adults sixty years of age and older. The Center supports our aging population with important programming and vital services that allow them to thrive. We are fortunate to have a strong continuum of care, our Adult Day Program, for those seniors with physical frailty and/or cognitive impairment and respite care for their families.

**2) List the services provided to older adults (60 and over) by your organization:**

Our full range of programs and services are designed to meet the needs of our many members. They include:

- Curb-to-Curb Transportation for seniors in Glen Cove, Glen Head, Glenwood Landing and Sea Cliff
- Nutritious Luncheon Program, including both hot and cold meal selections
- Health and Wellness Classes (traditional exercise, tai chi, yoga, seniorobics, strength training, walking club, nutrition counseling, traditional and holistic health seminars)
- Health Screenings and Support Groups
- Brain Fitness Center and Workshops
- Inspirational Afternoons (lectures, workshops, readings and recitals in the arts and sciences)
- Cultural Arts Classes (drawing and painting, line dancing, belly dancing, ceramics, sculpture and crafts, creative writing, choral group, dance band and language workshops)
- Individualized Computer Training (all levels)
- Trips (ball games, museums, parks, shopping, concerts, theatre events, tours)
- Social Services Assistance -- Project Beacon (information, referrals, short-term counseling, case management, bereavement and entitlement support and tax assistance)
- Intergenerational Programs
- Recreation for fun, mental stimulation, and socialization (scrabble, mahjong, pool, chess, bridge and other card games, bingo, book club, conversation classes and multi-ethnic year-long celebrations)
- Volunteer Opportunities (at our Center and in the community)
- Adult Day Program (for seniors with special needs and caregiver respite)
- Friendly Visiting and Telephone Reassurance to homebound seniors
- Transportation to local grocery stores for food shopping
- Handyman Services
- Defensive Driving Classes (in conjunction with AARP)
- Medical Transportation (in conjunction with the City of Glen Cove)
- Advocacy (assistance in health, housing, legal and financial concerns)
- Outreach (community, county, national and international efforts)



## RESOLUTION 6B



3) Enter the total amount of:	
a) your organization's annual operating budget	\$2,099,002
b) the amount of the total budget dedicated to older adult programs	\$2,099,002
4) If your organization provides services to individuals under the age of 60, provide an estimate of the percent of total participants who are 60 or older.	N/A
5) Estimate the number of older adults (unduplicated count) who will be served with these GIA funds during the contract period.	700
6) Specify the county or counties where Grant-in-Aid funded services will be provided.	Nassau County
7) Specify the days and hours of operation for the location(s) where Grant-in-Aid funded services will be provided:  Monday through Friday from 9:00AM to 5:00PM Open monthly (evenings) 5:00PM to 8:00PM	





8) Narrative: Describe how these funds will be used to serve older adults (e.g., services to be provided, equipment to be purchased, construction/renovation to be done). Describe how the funds will accomplish these services:

Thanks to the very special support from NYSOFA and Assemblyman Charles Lavine, the Glen Cove Senior Center will extend its hours and provide evening programming which includes entertainment, education, nutrition, and socialization for seniors who are working and unable to attend the Senior Center during its daytime hours, as well as for those who seek and enjoy additional stimulation in a safe and welcoming environment. There are many seniors who live alone, and studies have shown that socialization is an essential component for a healthy and happy life.

The Glen Cove Senior Center is eager to offer exciting evening programming entitled **Circle of Friends** which might include a celebration of a decade, a folk, jazz/blues concert, a history of Opera, a Latin Salsa dance demonstration, a Country Western Night, a Rat Pack Evening, or a Swing Dancing and Instruction Night paired with a delicious and nutritious corresponding dinner. Past evening events have proved to be very successful with an attendance of ninety to one hundred participants for each event and have become an excellent opportunity for meaningful community collaborations. Through these enriching experiences, evenings of great entertainment, delicious dinners, and a welcoming spirit, we have been able to provide an environment where people could make new friends and be exposed to a multitude of resources that our Senior Center offers for all residents of Nassau County sixty years and older. Now more than ever, our population craves the social engagement and will benefit greatly from a night out to be with their friends and meet new ones. The funding will also be used for coordinators, educators, entertainers, facilitators, and meal supplies.

Personnel for **Circle of Friends** includes our Program Coordinator: Eric Shuman and (2) Kitchen Supervisors: Jacqueline Tecce and Heid Jensen. The Program is designed for (6) Evening Events and our Program Coordinator will oversee designing all the Events from start to finish, including contracting with our Entertainers / Instructors, Audio / Visual requirements, lighting, temperature, décor planning, assembly and take down of the Event room(s), promotion, registration and overseeing all facets of the Events the night of to ensure every attendee's needs are met. The Kitchen Supervisor position is handled by (2) Employees: Jacqueline Tecce and Heidi Jensen. They oversee the meal portion of the Event and oversee that the proper nutritious meals are being served in a regulated manor, considering temperatures and service needs are adhered to. The Kitchen Supervisors have their Food Training Certifications as required by law. The program is also assisted by several volunteers who dedicate their time so that all our members are greeted at the door and escorted to their seats. They also help with meal service and any other needs that may arise during the Events. The Program Coordinator and Kitchen Supervisor acquire and supervise our volunteers throughout the evenings.

### **Equipment- Interactive Projector**

The interactive projector offers a stimulating, fun and socially interactive gaming experience for Seniors. It is both safe and easy to use and will allow us to expand our programming and offer another form of education, joy, and fitness to our participants. The system comes with over 100 games that will allow us to choose the most appropriate program to reach our given audience. This revolutionary technology enhances brain development as well as gross and fine motor skills and would be a most welcomed addition to our Center.



As an **Adult Day Program** servicing the needs of the frail, elderly, isolated, physically and /or cognitively impaired older adult, we are thrilled to receive these much-needed funds. These funds offer us the opportunity to provide programs designed to stimulate self-expression, promote social interaction, and encourage a sense of well-being. The Glen Cove Adult Day Program places an emphasis on serving the needs of our elderly participants in a holistic manner. The generous funding from this grant allows us to offer classes and activities that stimulate self-expression, promote social interactions, and encourage a sense of well-being through exercise and movement. By addressing various aspects of an individual's welfare, we have been able to successfully assist many participants to work through feelings of loneliness and depression associated with the pandemic, and they have thrived in this social setting. This year, the focus of our programming will be to build back cognition, emotional health, and the physical strengthening and balance of our participants.

### **Nassau County Museum of Art "Meet Me in the Galleries" - Building Back Through Cultural and Social Experiences**

These intimate Gallery sessions are specifically tailored for seniors with cognitive and or physical frailties. The museum staff guide the seniors through each exhibit while describing the lives and times of each artist. Museum staff also encourage program participants to sharpen their observation skills while viewing the pieces, and discussions are led regarding the emotions that the artwork elicits. The museum visits will be held either in-person or virtually, and they are designed to spark the imaginations of the participants while generating lively discussions. These museum trips provide an immersive and interactive art experience for a population who may not be able to partake in as many cultural experiences as they once could, but who continue to find joy in learning.

### **Tai Chi and Zumba – Building Back Physically Through Movement and Exercise**

Our Tai Chi and Zumba classes are designed to stimulate the body, loosen up joints, and promote blood flow. These forms of movement are also proven to enhance cognitive functioning, and they generally invigorate the group and prepare them for our next activity. Seniors emerge from these classes with vibrance and feelings of connection to one another, and the physicality of these sessions assists with balance, coordination, and focus. The sequential movements of Tai Chi and the upbeat motions associated with Zumba aid in improving the overall moods of our participants and strengthening their physical conditioning, and these classes are held either live or virtually.

### **Musical Therapy - Building Back Cognitively Through Self-Expression**

Musical therapy sessions are held either live or virtually, and they are designed to create a positive environment that lifts the moods of our program participants. Families have shared with us that this form of therapy truly gives their loved ones something to look forward to. Invigorating songs are sung in unison or in accompaniment with musical performers, and they are also sung in rounds with harmonies. Musical activities provide an opportunity for memories to be stimulated through melodies, and those with cognitive or memory impairments can once again find their voice. Reconnection through music is a powerful form of self-expression, and this has been observed in our program.

## **Volunteers for Wildlife/Meet the Animals – Building Back Emotionally and Socially**

Animal interaction provides an educational, emotional, spiritual, and therapeutic experience for our program participants. It is a much-welcomed opportunity for seniors to see, hold, and touch these “wild” animals while learning about their habitats, history, and present life. The participants pay close attention to the lecture and are in awe at some of the magnificent species that join us for the day. Spending time with animals often calms seniors who are experiencing frustrations with their mental decline, and this sense of tranquility is lasting and allows for a more productive continuation of their day.



**RESOLUTION 6B**



**CAPITAL PROJECTS:** Complete the following sections only if Grant-in-Aid funds will be used for capital improvements involving land and/or buildings. This includes construction or renovation projects exceeding \$15,000 in cost, all land and building acquisitions or principal payments for mortgage loans related to such acquisitions. All capital projects are subject to a ten-year usage requirement (see Guide).



## RESOLUTION 6B



9) Describe the capital project:	
10) Amount of Grant-in-Aid funds used for the specified project	
11) Total cost of project (not just Grant-in-Aid funds)	
12) If Grant-in-Aid funds will pay only part of the project cost, list the other funding sources and the amounts provided by each.	
13) What percentage of the facility constructed or purchased is/will be used for older adult activities? (For renovations, provide the percentage of the renovated space that is/will be used for older adult citizen activities.)	
14) Owner of facility/building	
15) Anticipated completion date (construction/renovations)	
16) Will the facility be used for religious programs or activities?  If so, provide the percentage of the constructed or renovated space that is/will be used for non-religious activities for older adults.	
<b>NOTE:</b> GIA funded improvements are/will be limited to an amount proportionate to the space utilized by non-religious programs and activities for older adults.	



**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 up to fifty percent (50.00 %) 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 \_\_\_\_\_ percent (\_\_\_\_%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than \_\_\_\_\_ 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 (25.00%) 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 30 days after the end of each quarter
- ☐ 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 30 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

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by 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.



of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

**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.



## RESOLUTION 6B



**TABLE I – REPORTING SCHEDULE**

PROGRESS REPORT #	PERIOD COVERED	DUE DATE



## **RESOLUTION 6B**



### **III. SPECIAL PAYMENT AND REPORTING PROVISIONS**



## RESOLUTION 6B



### DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS\*

*(The Contractor must attach the corresponding Legislative Initiative Form prior to having this document signed and notarized.)*

#### I. No Conflict of Interest

Except as otherwise fully disclosed in a separate appendix attached to this Certification, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Contractor or its Related Parties from the matters contained in the attached Legislative Initiative Form or in any subsequent related Contract.

#### II. Good Standing

Except as otherwise fully disclosed in a separate appendix attached to this Certification, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that:

- (A) At no time during the past five years has the Contractor: (1) been barred by a government agency from entering into a government contract as a result of inappropriate activity or unlawful conduct; (2) been convicted or charged with a felony or misdemeanor; or (3) failed to file federal, state or city tax returns or pay taxes owed; and
- (B) Neither the Contractor, nor any of the Contractor's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of the attached Legislative Initiative Form or in any subsequent related Contract.

To the extent the answer to any of these questions is "yes," please describe the events and circumstances in an attached appendix to this Certification.

\* for contracts below \$50,000.





## RESOLUTION 6B



### III. Funds Used Solely for Public Purpose

The Contractor affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of any Contract related to the attached Legislative Initiative Form are intended to be used and will be used solely and directly for the public purpose or public purposes specified on the Legislative Initiative Form and elsewhere in any subsequent related Contract.

### IV. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative set forth in the attached Legislative Initiative Form, pursuant to which any subsequent related Contract will be funded is/are Lavine.

### V. Definitions

As used herein in this Certification Appendix:

- (1) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.
- (2) "Contractor" means the party or parties receiving funds as set forth in the attached Legislative Initiative Form pursuant to the terms of any subsequent related Contract.
- (3) "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.
- (4) "Sponsoring Member(s)" means the sponsoring Assembly Member or State Senator that sponsored the grant listed on the attached Legislative Initiative Form.



## RESOLUTION 6B



The undersigned recognizes that this Certification is submitted for the express purpose of assisting the State of New York and political subdivisions to make a determination regarding the approval of a Legislative Initiative Form, award of any subsequent related contract, or approval of any subsequent related subcontract; acknowledges that the State of New York and political subdivisions may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Certification and any attached appendix is true, accurate and complete.

### PLEASE NOTE

*The corresponding Legislative Initiative Form must be attached prior to having this document signed and notarized.*

Glen Cove Senior Center  
Name of Contractor

Christine Rice, 8/26/21  
Signature of Authorized Official/Date

130 Glen Street  
Address

Christine Rice  
Typed Copy of Signature

Glen Cove, NY 11542  
City, State, Zip Code

Executive Director  
Title

Sworn to before me this

26 day of Aug, 2021

Alan Goldberg  
Notary Public

ALAN GOLDBERG  
NOTARY PUBLIC, State of New York  
No. 01GO6116688  
Qualified in Nassau County  
Commission Expires 10/04/2024



**SFY 2021-2022 LEGISLATIVE INITIATIVE FORM**

**Legal Name, Address, and Telephone Number:**

GLEN COVE SENIOR CENTER  
130 GLEN STREET  
GLEN COVE, NY 11542  
(516) 759-9610

**Project Title:**

SENIOR SERVICES

**Administering Organization:**

CITY OF GLEN COVE  
9 GLEN STREET  
GLEN COVE, NY 11542

**Amount of Legislative Initiatives Funded for SFY 2021-2022:**

\$22,500

**Purpose of Project:**

FUNDS WILL BE USED TO SUPPORT EDUCATIONAL, NUTRITIONAL, AND  
SOCIAL PROGRAMS AIMED AT IMPROVING QUALITY OF LIFE FOR SENIORS.

**Project Director:**

CHRSTINE RICE  
CRICE@GLENCOVENY.GOV

**Requested By:**

LAVINE

**Name of Administering State Agency:**

OFFICE FOR THE AGING



[Skip to main content](#)



Bidding support is available M-F from 9 AM-5PM EST.  
[Contact us](#) or call (800) 536-1401 x131.

**For customer service after 5PM EST and Saturdays  
10AM-5PM call 800-536-1401 option 1 from the menu.**



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## Auction Information

ONLINE-ONLY AUCTION

**Bidding Starts:** Thursday,  
September 23, 2021 at 07:31:00  
am ET

**Bidding Ends:** Thursday,  
October 7, 2021 at 06:48:14 pm  
ET

**Location:** 10 Glen Cove Ave,  
Glen Cove, Nassau County,  
NY 11542

**Questions & Inspection:** Please  
Sign In For Details

**Payment Terms:** Payment will  
be due immediately upon  
notification of seller approval by  
email invoice, after the Seller  
approves the bids. After you  
receive the invoice, you will have  
five (5) business days to get your  
payment mailed to our office, or  
your account will be suspended,  
and the item will be awarded to  
the backup-bidder, or re-listed.  
Please mail payment in certified  
funds or money order to:  
Auctions International, 11167 Big  
Tree Road, East Aurora, NY  
14052. Payment questions?  
Please Call: 1-800-536-1401  
x201. GENERAL QUESTIONS:  
email  
service@auctionsinternational.com

**Payment Methods:** We accept  
cash, cashier's check, wire/bank  
transfer and credit cards.

**Out-of-State Buyers:** Buyers  
outside of New York State need  
to send us a completed **NY  
State DTF Form** before we can  
remove sales tax from their  
invoices.

### Successful High

**Bidders:** Please note when you  
are provided an invoice to pay,  
there are two different payment  
amounts.

- 1) A non-discounted rate for  
payments made with credit/debit  
cards, and,
- 2) A discounted rate for  
payments made with certified  
funds; cash, bank transfer,  
guaranteed funds or money  
order.

Please make sure your payment  
amount reflects your choice of  
payment method.

## 1991 Mack/Saulsbury CF 686 FC Pumper Truck

Bidding is **closed**.

**High Bid:** \$9,100.00

**Current Bid:** \$9,100.00

**Your Max Bid:** NA

**Time Remaining:** Closed (bidding was extended)

**Bidding Ended:** Thu, Oct 7 6:48:14 pm ET

**High Bidder:** maxim75

**Bid Increment:** \$100.00

**Distance:** Please click on the location address to view the  
item's location on a map.

Item has been viewed 2,632 times.



1991 Mack/Saulsbury CF 686 FC Pumper Truck



[Details](#)

[Bid History \(46 bids\)](#)

[Video](#)

### \*\*Lot Updated: Truck comes with a Certificate of Origin\*\*

Waterous 1750 GPM two stage pump  
500-gallon poly tank, 50-gallon foam tank  
Onan 6 KW diesel generator fueled from truck tank  
Dual crosslays  
Halogen scene lights  
6 man 4 door cab  
Top mount pump panel  
No firefighting equipment or radios are included  
Slide-out drawers in compartments  
Runs great, clean chassis and meticulously cared for.  
Overall Length 34'6"  
Wheelbase 19'  
Height 10'1"

### \*\*EMERGENCY VEHICLE DISCLAIMER\*\*

This vehicle is being sold as a retired emergency vehicle and may be equipped with red/white lights, strobes and/or sirens. If a municipality or legal law enforcement agency is NOT the highest bidder for this lot, it will be the responsibility of the bidder to decommission ALL EMERGENCY INSTRUMENTS prior to the vehicle leaving the facility. This means you will have to cut power to; lights, sirens and/or any radio equipment (shall it be equipped). You must also de-identify this vehicle as being an emergency vehicle. Failure to do so may result in legal ramifications and potential accusations of impersonation. Please keep in mind that former emergency vehicles may have the following (but not limited to): holes in roof or trunk from removed antennas, lights and sirens, missing center console, specialty rear seating, interior cages, and any other emergency vehicle equipment. It is the responsibility of the bidder to inspect each asset you are bidding



Individuals who pay the non-discounted rate with cash or guaranteed funds will have a one-time, courtesy refund issued for the overpayment. Subsequent overpayments will have a \$35 administrative fee deducted from the remittance amount (or charged against) the invoiced buyer. Please make sure you are paying the correct amount, per your means of payment.

**Buyer's Premium:** There is a 10% discounted Buyer's Premium in effect for this auction for payments made with cash or certified funds. A 14% non-discounted buyer's premium will be charged for payments made with credit/debit cards.

**Removal Terms**

This item cannot be shipped. Buyer solely responsible for removal of items from seller's premises within (10) Business Days after bid approval. Buyer must contact the seller to schedule a removal appointment, before access will be granted to the merchandise. All sales are final. No refunds will be issued. Items left on seller's premises after the designated pickup deadline are subject to re-possession by the seller. If you are going to have trouble picking your purchased items up by the deadline, call our office immediately!

**Terms of Sale**

Item(s) sold SUBJECT to seller's approval after bids close. For payments made with cash, money order, ACH check, guaranteed funds (cashiers check, bank check, certified check) or cash directly deposited into a Citizens Banks a discounted buyer's premium of 10% will be added to the high bid price. For payments made by wire transfer; a transaction fee of \$15.00 will be added on top of the discounted 10% buyers premium to cover the bank service charge. Please make all payments payable to: Auctions International Inc. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards and debit cards. Applicable sales tax(es) will be charged on all items. Note: we no longer accept personal and/or company checks. Payments are to be made online or to the East Aurora office only. Payments must be received within (5) business days from invoice date. All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written or implied. Buyer is responsible for inspecting the item(s) before

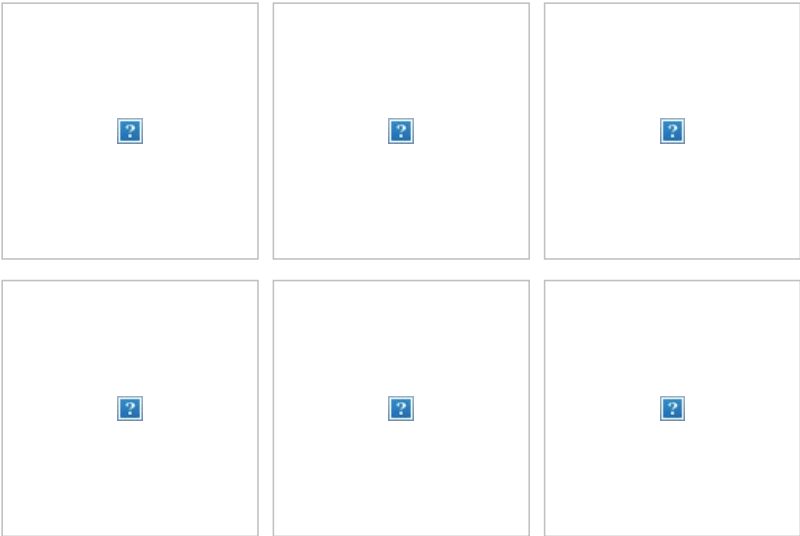
on and make satisfactory determinations about the condition thereof  
\*\*\*Please review all Auction terms at left side of auction before

**Terms of Sale:**

All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

- Fleet #: 523
- Year: 1991
- Make: Mack/Saulsbury
- Model: CF 686 FC
- Body Style: Pumper Truck
- VIN/SN: 1M2A152C7MM001453
- Odometer Numbers: 15503
- Hours: 1662
- Engine Make/Model: Mack 350 HP
- Cyl: 6
- Fuel Type: Diesel
- Transmission Model: Allison HT740
- Transmission Type: Auto
- Single Axle/Dual Axle: Single Axle
- Tire Size/Type: 12R22.5
- Tire Condition: Good
- Drivetrain: 2WD
- Does the unit operate?: Yes
- Does the vehicle start?: Yes
- Are keys available?: Yes
- Ownership Documents: Certificate of Origin
- Mechanical Condition: Good
- Body Condition: Good
- Body Notes: Minor body rot in one location.
- Interior Condition: Good
- Misc Info: 1682 pump hours.
- Titled: No

Click on any picture to see a larger image.







placing bids and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund.

Featured Auctions

**Village of Churchville DPW-NY #26358**

**AUCTION BIDDING NOW!**  
Thu, September 30 - Mon, October 18

**Endwell Fire District-NY #26341**

**AUCTION BIDDING NOW!**  
Thu, September 30 - Mon, October 18

**Town of Grove Hwy-NY #26237**

**AUCTION BIDDING NOW!**  
Fri, October 01 - Mon, October 18

**Dighton Rehoboth Regional School MA #26370**

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# RESOLUTION 6C



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Active Users: 762



## RESOLUTION 6D



School Year 2021-2022

### RESOLUTION (A)

#### JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the City of Glen Cove, an educational/municipal corporation (hereinafter the “Participant”) is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the “Program”) in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES’ standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding the bids, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.



## RESOLUTION 6D



BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

Dated:

\_\_\_\_\_  
Name of Educational or Municipal Corporation

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Printed Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person - Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

Created: June 15, 2004  
Revised: March 15, 2010

October 22, 2021

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

Re: Fee Proposal for  
Professional Architectural and Engineering Services for  
Glen Cove Fire Department Facility Improvements  
Inspection, Evaluation and Cost Estimating

Dear Mr. Saulino:

Pursuant to your request, Cashin Associates, P.C. (CA) is prepared to provide the required Professional Architectural / Engineering Services to inspect, evaluate and develop construction cost estimates, as directed by the City of Glen Cove for required improvements to the City of Glen Cove Fire Department Facility located at 10 Glen Cove Road, Glen Cove, New York

CA understands upon authorization to proceed all work will be performed in accordance with the 2021 City/ Cashin on-call Consultant Agreement.

**Scope of Work:**

This fee proposal addresses the Professional Architectural / Engineering Services required to provide for the preparation of a Report. The Report will highlight and detail the proposed improvements. Scope of Work for this proposal shall include the Following:

- a. Meet with City (DPW) and Fire Department staff to review and clarify the Scope of Work.
- b. Conduct a field investigation, as necessary to determine existing conditions.
- c. Examination of existing building drawings and other materials provided by the Fire Department.
- d. Evaluate findings and Scope of Work.
- e. Development of a probable cost of construction estimate for capital planning purposes.
- f. Submit a Report to the City (DPW) and Fire Department.

**Fee Proposal:**

CA's Fee proposal is based on a manpower breakdown for this project, indicating hours by personnel. CA's proposed fee for this project is a not-to-exceed cost of **\$50,000.00**. Our billing rates are based on CA's Agreement made January 2, 2021 and provides for a 3.0 direct salary cost multiplier, with an hourly billing rate not to exceed \$195.00 for Design Phase Services.





## RESOLUTION 6E



A schedule of labor rates for CA's staff is also provided. This schedule identifies personnel titles and indicates their maximum hourly salary rate.

**Fee By Task:**

**Task 1: Inspection, Evaluation and Cost Estimates**

**\$50,000.00**

**TOTAL FEE: \$50,000.00**

CA appreciates the opportunity to submit this proposal to the City of Glen Cove, Department of Public Works. We are prepared to begin work on this project immediately upon your authorization to proceed.

If you have any questions or require any additional information, please feel free to contact me.

Very truly yours,  
**CASHIN ASSOCIATES, P.C.**

Joseph Iannucci, AIA, CEO, LEED AP  
Vice President

2021-135

I:\PROPOSALS\Proposals and Quals\City of Glen Cove\2021 Proposals\2021-XXX Fire Dept\2021-100 Fee Letter.docx



# D&B ENGINEERS AND ARCHITECTS



RESOLUTION 6F



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

Steven A. Fangmann, PE., BCEE  
*President & Chairman*

Robert L. Raab, PE., BCEE, CCM  
*Senior Vice President*

William D. Merklin, PE.  
*Senior Vice President*

October 13, 2021

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

Re: Proposal for Engineering Services  
Responses to NCDH Comments on 2017  
Vulnerability Assessment (VA) and  
Emergency Response Plan (ERP) Reports  
D&B No. 0283WDM

Dear Mr. Saulino:

In accordance with our On-Call Agreement, D&B Engineers and Architects, D.P.C (D&B) is pleased to submit this proposal for responding to Nassau County Department of Health (NCDH) comments on the City's Vulnerability Assessment (VA) and Emergency Response Plan (ERP). As you may recall, ERPs and VAs for the City were prepared by D&B and submitted to the NCDH in December of 2017 in accordance with New York State (NYS) requirements which require these documents to be formally updated and submitted every five (5) years.

In August 2021, we received comments from the NCDH on the City's 2017 ERP and VA, which are required to be addressed before NCDH forwards the reports to NYS for review. Please see attached printed copy of the email of the comments received. Our original April 19, 2017 and August 30, 2017 proposals did not include effort to address report revisions for comments received, and we are therefore now proposing a brief scope to address these comments in order to support filing with NYS. As there is also the future possibility of receiving additional comments from NYS, future effort with respect to further report revision requests can be addressed if and as NYS comments are received.

Our proposed effort to address the NCDH comments received include an estimated not-to-exceed fee of \$1,500 based upon the staff rates represented in our On-Call Agreement and will be invoiced based upon the actual effort expended.



D&B ENGINEERS AND ARCHITECTS

Louis Saulino, P.E., Director  
Department of Public Works  
City of Glen Cove  
October 13, 2021

Page 2

If the proposal meets with your approval, please sign in the space provided below and return the page to authorize the work.

If you have any questions, or require additional information, please feel free to call me.

Very truly yours,

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

WDM/JGt/kb

enclosure

cc: M. Savarese (D&B)

J. Gienau (D&B)

♦0283\_WDM\WDM101321LS-Ltr

ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name



RESOLUTION 6G



301 N. Franklin Street Hempstead, NY 11550

CITY OF GLEN COVE

Mini Bid# 8200

Vehicle supplied equipped as shown below. Only the equipment shown below is included at this price. No other items or equipment will be supplied. Price quoted is valid for 30 days only.

NOTE: PRICE INCLUDES SIDE & REAR CARGO DOOR GLASS

Bid price: \$24,193.00 each (\$48,386.00 total for two (2) units)

S7S 2022 TRANSIT CONNECT CARGO VAN-LONG WHEELBASE

.121" WHEELBASE

UV DARK BLUE

CB EBONY CLOTH SEATS

100A ORDER CODE

992 .2.0L ENGINE

448 .8 SPD AUTO TRANSMISSION

T55 .P215/55R16 BSW TIRES

20R 5130# GVWR

425 50 STATE EMISSIONS

51C HEAVY DUTY BATTERY

53T TRAILER TOW PKG

61M 2ND ROW PASSENGER SIDE DOOR GLASS

61X ROOF RACK/CROSS BARS

55A FIXED REAR DOOR GLASS



## RESOLUTION 6G



8200 (2) Cargo Mini-Van FWD - City of Glen Cove

Hempstead Lincoln Mercury Motors (dba Hempstead Ford) 2

### Vehicles Built to Specifications Pricing Sheet

#	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	2022	FORD	TRANSIT CONNECT XL LONG WHEELBASE CARGO VAN	S7S 100A	Front Wheel Drive	Gas	\$28,690	15.8%	\$24,156.98	\$36.02	\$24,193	2	\$48,386
<b>Total</b>													<b>\$48,386</b>

#### Comment:

- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.





TECHACS CORP.  
2957 Roxbury Rd.  
Oceanside, NY 11572  
info@techacs.com  
212-202-1952

Date: 10/13/21

## WEBSITE Proposal

<u>Date</u>	<u>Description</u>	<u>Amount</u>
Date: 10/13/21	<u>Total Project</u>  Enhancing the website to include additional photos for the gallery, further development to time bank section, general updates and maintenance as needed.  Contract term November 1 <sup>st</sup> , 2021-December 31 <sup>st</sup> , 2021.  Payment terms should be: First Payment: Stage 1 (50% Completion) \$1,000 Second Payment: Stage 2 (100% Completion) \$1,000	
TOTAL	<u>Total time:</u> Estimate 3-4weeks	<b>\$2,000.00 Total</b>

### **Please make your check payable to TECHACS CORP.**

We look forward to the opportunity to work with you on this project. We have outlined a clear plan for completing this project successfully in this proposal and if you have any questions regarding any of the information within this document or the standard agreement, please do not hesitate to contact us.

As an authorized representative and on behalf of his or her organization or business, the undersigned agrees to the terms of this agreement

Authorized Customer Signature:

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Authorized TECHACS CORP. Signature

Print Name \_\_\_\_\_ Juan Vides \_\_\_\_\_





# Michel & Associates

October 8, 2021

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

Re: Survey Work  
Big Ralphs Park, Kelly Street, Glen Cove, NY

Dear Mr. Saulino, P.E.:

As discussed, we met with Joe Petito, Surveyor and reviewed the conditions and limits of the area within Big Ralph's Park to be surveyed. As such, we are recommending the acceptance of this survey in the amount of \$3900. and request our initial proposal/contract, dated 07.15.21, be increased by this amount.

Mr. Petito advised me that the survey will be completed within 1 week.

If you have any questions please do not hesitate to contact me.

Respectfully,

Michael A. Michel, ASLA  
Principal  
Michel & Associates

Accepted: \_\_\_\_\_

Dated: \_\_\_\_\_

:cb

attach:

4121 CofGC Big Ralph sur ltr. 100821

Landscape Architecture  
126 Glen Street, Glen Cove, New York 11542

Site Planning  
516-676-0072



## RESOLUTION 6J



CITY OF GLEN COVE  
9 Glen Street, Glen Cove, NY 11542  
(516) 676-3345

### EVENT PERMIT

NAME OF APPLICANT Kiwanis Club of Glen Cove  
ADDRESS OF APPLICANT 38 Mill Hill Rd.  
NAME OF EVENT TO BE HELD Pumpkin Decorating  
DATE(S) OF EVENT October 30, 2021  
TIME(S) OF EVENT 1:30 to 3:30 during BID Halloween Parade  
LOCATION OF EVENT on parade route - downtown Glen Cove  
NAME & ADDRESS OF OWNER OF PREMISES \_\_\_\_\_

EVENT SPONSOR IS: FOR PROFIT \_\_\_\_\_ (\$25.00) NON-PROFIT ☒  
DATE: 10/16/2021 SIGNED: Mary Ellen Cuomo (Kiwanis Secretary)  
APPLICANT  
DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
OWNER OF PROPERTY

PERMIT APPROVED ON: \_\_\_\_\_  
CITY CLERK

PERMIT NO. \_\_\_\_\_

Following is a breakdown of the costs for traffic control for this event. Donations to the City of Glen Cove to cover these costs are appreciated.

\_\_\_\_\_ Traffic Patrol Officers @ \_\_\_\_\_ hours on duty x \$ \_\_\_\_\_ average salary

Per hour = \_\_\_\_\_