

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

OFFICE OF THE COUNTY EXECUTIVE



RFP# 2023-039

2023 ALBANY COUNTY HAZARD MITIGATION PLAN

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

**PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP NUMBER: RFP-2023-039

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2023-039

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2023-039**

Sealed Proposals for 2023 Albany County Hazard Mitigation Plan as requested by the Office of the County Executive will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, April 28, 2023.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, April 6, 2023

Pamela O Neill
Purchasing Agent

Dated: March 29, 2023
Albany, New York

PUBLISH ONE DAY – **Thursday, April 6, 2023** -- THE EVANGELIST
PUBLISH ONE DAY – **Thursday, April 6, 2023** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
2023 ALBANY COUNTY HAZARD MITIGATION PLAN
OFFICE OF THE COUNTY EXECUTIVE
RFP #2023-039

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for the **2023 Albany County Hazard Mitigation Plan as requested by the Office of the Albany County Executive.**
- 1.2 The purpose of updating the Albany County Multi-Jurisdictional Hazard Mitigation Plan is to provide Albany County and its encompassing jurisdictions with an all-hazard mitigation plan that meets the requirements and approval of the Federal Emergency Management Agency (FEMA) and the New York State Division of Homeland Security and Emergency Services (DHSES), so as to ensure and demonstrate the jurisdictions' commitment to identify and reduce risks from natural and other hazards, serving as a guide for decision-makers as they commit resources to reduce the effects of natural hazards.
- 1.3 As described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 1, 2002 respectively), Section 322 of the Disaster Mitigation Act of 2000 requires that all local governments adopt an approved All-Hazard Mitigation Plan to be eligible to receive future hazard mitigation grant funding. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding." The draft plan will be submitted to FEMA and DHSES for their review and comment. Key objectives of hazard mitigation planning include underlining the value of mitigation planning, aligning with FEMA and DHSES strategic priorities such as climate change, future conditions and equity, connecting mitigation planning to community planning and building codes, supporting integration with FEMA programs and updates, incorporate feedback from stakeholder engagement sessions, and streamlining the plan review and approval process. Further instruction in regards to the development of the plan will be located in the detailed scope of work, however the general outline should contain the following:
 - Organization of the planning effort.
 - Hazard Identification and Risk Assessment.

- Vulnerability Assessment.
- Capability Assessment and Resource Integration.
- Mitigation Strategy and Actions, and Plan Integration.
- Implementation and Plan Maintenance.
- Draft Plan.
- Plan Adoption.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, April 28, 2023** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Office of the Albany County Executive.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with development of large-scale hazard mitigation planning.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Approach

This Hazard Mitigation Plan (HMP) update provides an opportunity for Albany County and its municipalities to develop a new comprehensive risk assessment and to outline proposed mitigation actions to minimize the costs and impacts of future disaster events. The goal is to reduce future disaster damages, public expenditure, private losses, and community hazard vulnerability.

The Albany County HMP is designed to help the County and municipalities perform well-organized tasks while encouraging collaboration, the application of the best available data, and resource efficiency. These planning tools will be utilized to aid in state and federal plan assessment, as well as to guide and track planning procedures. To reduce risks and increase

resilience, it assesses existing hazard mitigation and climate adaptation capabilities. The plan lays out a strategy for implementation and evolution as things are to change with time. As detailed below, this strategy will improve the multi-jurisdictional planning process by fostering methodical, iterative planning activities and outcomes.

4.2 **Tasks**

The scope of work is divided into eight primary task areas in order to achieve the HMP's goals. The nature of the activities and deliverables planned under each task is described below.

Task 1: Organize the Planning Effort

Task	Task/Deliverable
1	Organize the Planning Effort
1.1	Confirm Participating Jurisdictions.
1.2	Establish Project Team.
1.3	Establish Executive Committee.
1.4	Establish Key Stakeholders Group.
1.5	Establish Overall Framework for Planning Process.
1.6	Collect/document existing resources (plans, studies, authorities, policies, programs) from jurisdictions and outside stakeholders. Use the County Profile from the Albany County Climate Resiliency Plan as a foundation.
1.6.1	Review feedback from FEMA and DHSES for current/previous/lapsed approved HMP.
1.6.2	Consider High Hazard Potential Dam in planning process.
1.7	Solicit input from public, stakeholders and neighboring jurisdictions.
1.8	Document input received from public, stakeholders and neighboring jurisdictions (add to task at determined stages of process).
1.9	Inventorying and reviewing planning and technical resources.

The HMP for Albany County includes participation from seventeen (17) jurisdictions located within, and including, Albany County. Participants include Albany County, the Cities of Albany, Cohoes, and Watervliet; Towns of Berne, Bethlehem, Colonie, Coeymans, Guilderland, Knox, New Scotland, and Westerlo; the Town/Village of Green Island; and the Villages of Altamont, Menands, Ravena, and Voorheesville.

During the last update to the HMP, three groups were created to assist in various facets of information collection and document preparation and review: Executive Committee, Project Team, and Key Stakeholders. The same organizational structure will be re-applied. An Executive Committee will be led by the County Executive's Office. Representatives from the contracted consultants, Albany County Office of Emergency Management, Albany County Office of Economic Development, Conservation, & Planning, Albany County Department of Public Works, Albany County Department of Parks and Recreation, Albany County Division of Information Services, Albany County Storm-water Coalition, and Albany County Real Property Services will make up the rest of the Executive Committee. Members of the Executive Committee are chosen and invited to take part in the update process based on their expertise and areas of interest. The Executive Committee is in charge of overseeing the project, analyzing all consultant data and information, scheduling meetings,

and reviewing and approving hazard identification/mitigation data. Agency representatives, i.e. municipal staff, from the participating jurisdictions' lead agencies for this engagement will make up the Project Team. Incorporating feedback from the FEMA Review Tool, the updated HMP will include a complete list of participants from each jurisdiction, including the position/title, name of agency/organization, and jurisdiction that the individual represents. Various members of the community and surrounding governments, such as local elected officials, municipal staff, school authorities, other County representatives, fire and emergency response personnel, utility contacts, and other interested community members, make up the important Stakeholders group. The stakeholder's group is added to a contact database and invited to all project-related meetings, workshops, and public information sessions on a regular basis. Incorporating feedback from the FEMA Review Tool, the County will place a greater emphasis on widely publishing details on how stakeholders and the public can attend and participate in public comment and stakeholder meetings. Meetings with these three groups of selected and interested individuals will be held at strategic points throughout the HMP development process.

Additionally, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams in the County. As part of the HMP planning process, the County and stakeholders will review existing plans, studies, reports, and technical information for high hazard potential dams. We will coordinate with the NYSDEC's dam safety program, local municipalities, and private dam owners.

Task 2: Hazard Identification

2	Hazard Identification and Streamlined Risk Assessment
2.1	Review Previous Hazard Selection.
2.2	Conduct County Emergency Preparedness Assessments.
2.3	Assess and review additional information (consultations with community experts, online information, public meetings, etc.) regarding hazards in the County.
2.4	Update list of Hazards of Concern, and rationale for inclusion/omission of hazards.
2.5	Describe each Hazard of Concern.
2.5.1	Update Location, if needed (or confirm previous).
2.5.2	Update Potential Extent (Magnitude), if needed (or confirm previous).
2.5.3	Update Significant Hazard Events since last plan using best available data AND community input.
2.5.4	Update Future Probability Estimate, if needed (or confirm previous).
2.6	Document Relationship to Other Hazards.
2.7	Document Impact of Climate Change to Hazards.

Using the information from the County's recently developed Climate Resiliency Plan (CRP) and New York State Division of Homeland Security and Emergency Services' (DHSES) County Emergency Preparedness Assessment (CEPA), the Executive Committee and Project Team will review and update the 2018 HMP's list of hazards of concern. Hazard identification entails identifying all potential dangers, documenting their geographic scope, likelihood of occurrence, and expected intensity. This phase will also include the most up-to-date information on climate projections and indicate the predicted consequences for each hazard, as included in the County's Climate Resiliency Plan. Albany County also intends to review the risk profile, mitigation options, and funding sources available for high hazard

potential dams in the County. As in 2018, at a minimum Albany County anticipates reviewing the following natural hazards: inland flooding, coastal flooding, ordinary and extreme temperatures, drought, coastal erosion, wildfire, landslides, tsunamis, invasive species, hurricanes/tropical storms, tornadoes, severe winter storms/nor'easters, other severe weather, and earthquakes.

During a risk assessment session monitored by DHSES, all applicable hazards were examined, reviewed, and scored utilizing the CEPA methodology in June 2022. As part of the June 2022 update, DHSES hosted a virtual meeting between State and local Subject Matter Experts to review and assess local hazard and capacity information, as well as potential resource shortfalls. Furthermore, natural, technical, and human-caused disasters were rated on the probability and severity of their impact (consequence). Albany County will use the information gleaned from the June 2022 CEPA to incorporate into the HMP and to inform which hazards require more in-depth review.

After cross-referencing the hazards identified through CEPA and the CRP, the Executive Committee will host a series of meetings with Project Team representatives from each jurisdiction to describe hazards, disaster events, assess risks, and identify critical assets and infrastructure.

Task 3: Vulnerability Assessment

3	Vulnerability Assessment
3.1	Update population at risk.
3.2	Document development since last plan in hazard prone areas for implications on risk and Vulnerability.
3.3	Document anticipated future development.
3.4	Document Critical Facilities/Infrastructure in hazard areas (recommend using the Albany County asset inventory in the Albany County Climate Resiliency Plan as a foundation).
3.4.1	Consider eligible high hazard potential dams in the risk assessment.
3.5	Assess/Document vulnerability of Critical Facilities/Infrastructure.
3.6	Update status of previously identified actions and identify implications to risk and for strategy development.
3.7	Identify locations for intermediate & long-term housing.
3.8	Identify locations of shelters & evacuation routes.
3.9	Examine Floodplain Management.

A vulnerability assessment will be done once the risks have been identified and profiled to offer a quantitative estimate of the persons and property that may be vulnerable to a specific hazard event. This activity will also make use of the data gathered during the hazard identification phase and combine it with data on the properties and populations affected by the hazard. Both existing and future development will be examined during Task 3.

Each participating jurisdiction in Albany County will be asked to compile data on the occurrence of risks in their area and to assist in identifying the most vulnerable locations. This data will be coupled with data from FEMA on the relative cost of damages recorded for various designated catastrophic events in the state.

The County and participating municipalities will complete a vulnerability assessment that includes physical and nonphysical assets, functions, and demographic categories. The initial

quantitative vulnerability assessment will factor for the social vulnerability of residents, which is estimated by socioeconomic factors that indicate a higher susceptibility of residents being impacted by hazards. The County's ability to withstand natural hazards and climate impacts, its ability to run remotely, and its status of combining natural hazard mitigation and climate adaptation will also be discussed.

In its update to the HMP, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams (HHPD) in the County. As part of the vulnerability assessment, for each eligible HHPD ultimately included in the hazard mitigation plan – particularly Class B and Class C dams – Albany County will coordinate with dam owners and state dam safety officials to determine which issues/risks the dam is facing, including:

- Potential cascading impacts of storms, seismic events, landslides, wildfires, etc. on dams that might affect up and downstream flooding potential in terms of breach, non-breach, and residual risks.
- Potential significant economic, environmental, or social impacts as well as multi-jurisdictional impacts from a dam incident.
- Location and size of populations at risk from eligible HHPDs, as well as potential impacts to institutions and critical infrastructure / facilities / lifelines.

Albany County will work with municipalities and private dam owners to inventory Emergency Action Plans (EAPs) to confirm they're complete and available, and incorporate that into the HMP's risk and vulnerability assessments.

Task 4: Capability Assessment and Resource Integration

4	Capability Assessment and Plan Synthesis
4.1	Review previously prepared capability assessments.
4.2	Identify opportunities for integration of existing resources into HMP and mitigation strategies.
4.3	Review plans identified in existing resources for consistency and/or conflicts.
4.4	Conduct analysis of County's capabilities.
4.5	Describe ability to expand capabilities.
4.6	Identify and assess planning and regulatory, administrative and technical, and fiscal capabilities.

In the last HMP, each participating municipality was asked to prepare a capability assessment. The capability assessment is a breakdown of a community's missions, programs, and policies, as well as an evaluation of the community's ability to carry them out. These capability assessments looked at individual municipalities' overall ability to design and administer a comprehensive mitigation strategy that incorporates a variety of mitigation measures. The assessments identified the strengths, limitations, and resources in the context of a successful hazard mitigation program. A capability assessment should also assess each community's capacity to proactively pursue grants related to hazard mitigation and resilience, which will help identify opportunities for the County to assist with the development of coordinated inter-municipal grant applications.

Using the recently completed Climate Resiliency Plan as a model, and building off the lessons the County learned during the plan’s development, the reinventorying, review and integration of existing local plans and resources will set a foundation for identifying and coordinating shared objectives and planning mechanisms. The Executive Committee will work with its own members and the Project Team to compile and synthesize existing plans that impact hazard mitigation, including comprehensive plans, stormwater management plans, etc. This plan synthesis will uncover major related themes, potential gaps and opportunities for inter-jurisdictional collaboration on hazard mitigation, such as floodplain management (the County’s most frequent hazard) and heat stress. It will be a baseline for each municipality to update their capability assessments – to better understand how local resources and capacities might contribute to shared mitigation efforts, and how they changed since 2018. This synthesis of existing plans and assessments will generate broad strategies and specific actions for the HMP update.

Each municipality/government within the County varies greatly – in terms of resources and structures in place that can advance hazard mitigation and reduce vulnerabilities. In an effort to better understand the holistic capabilities of the County’s municipalities, each Project Team and Executive Committee representative will be tasked with updating their respective capability assessments in support of the development of a mitigation strategy that is realistic and implementable by finding alignment with the common goals, objectives, and actions identified during the plan synthesis/review. This approach will be especially useful in Albany County’s update to its multi-jurisdictional plan. We recognize that local capability varies widely and that each community has a unique capacity to reduce the impacts of hazard events; but, the County can attain better outcomes through advance planning, coordination, and collaboration among its municipalities.

Task 5: Mitigation Strategy and Actions, and Plan Integration

5	Mitigation Strategy and Actions, and Plan Integration
5.1	Review and confirm/ update mitigation goals and objectives.
5.2	Describe any shifts in priorities; if none, state this clearly.
5.2.1	Consider High Hazard Potential Dams among the mitigation goals and actions.
5.3	Identify mitigation capabilities and evaluate their capacity and effectiveness to mitigate and manage hazard risk.
5.4	Identify progress on previous County and local mitigation strategies.
5.5	Develop Problem Statements.
5.6	Document criteria for evaluating options to solve problems and identify options to address each problem.
5.7	Develop updated County and local mitigation strategies.
5.8	Prepare an implementation strategy, including the prioritization of projects and initiatives in the updated mitigation strategy.
5.8.1	Identify responsible department, timeframe for implementation, potential funding sources.
5.9	Describe steps to integrate mitigation into other plans and to consider hazard mitigation in routine decisions.

Albany County intends to develop a comprehensive list of action-oriented recommendations through Task 5 by ensuring the HMP update integrates with other planning done locally, or

at the County level (see Task 4 – Plan Synthesis). The prime objective of setting hazard mitigation goals is to reduce or eliminate losses and damages from hazard events. Previously, participating jurisdictions have shared a variety of mitigation measures to lessen the impact of probable hazard events.

The plan synthesis from Task 4 will be used to draft new or update 2018 HMP problem statements, goals and strategies for hazard mitigation, and specific actions that may be taken to address adverse hazard risks over the next five years. In the 2018 HMP, the County and its municipalities identified a total of 81 objectives. As part of the update, each jurisdiction will consider mitigation actions undertaken during the last 5 years in relation to those objectives, whether objectives should remain or have changed, and any potential actions they can take to advance the 2018 HMP objectives, or any new shared objectives identified through the 2022 plan review. Incorporating feedback from the FEMA Review Tool, each municipality will also provide a list of mitigation actions and the designated department(s) and staff responsible for implementation and oversight following the updated Hazard Mitigation Plan's approval. Updates on implementation of the mitigation actions will be reviewed periodically as part of plan maintenance

In its update to the HMP, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams (HHPD) in the County. As part of the mitigation strategy, Albany County hopes to link proposed actions related to HHPDs to reducing long-term vulnerabilities. Furthermore, as a newly identified priority, Albany County will consider explicitly defining mitigation actions and entities/agencies responsible for implementation to reduce vulnerabilities from eligible HHPDs that pose an unacceptable risk to the public. Potential actions may include:

- Rehabilitating and/or removing dams.
- Adoption and enforcing land use ordinances inundation zones.
- Acquiring and/or elevating structures, and/or acquiring easements in inundation zones.
- Implementing flood protection measures, such as berms, floodwalls, or flood-proofing, in inundations zones.
- Preserving open space in inundation zones.
- Establishing annual presentations on the NFIP program for communities residing near the floodplain or inundation zones who wish to join the program.

Tasks 6: Implementation and Plan Maintenance

6	Implementation and Plan Maintenance
6.1	Plan monitoring and evaluation.
6.2	Plan updating.
6.3	Provide an implementation schedule.

6.4	Outline steps for continued public involvement.
6.5	Involve the public.
6.6	Plan integration.

The mitigation plan will be a living document to guide Albany County and its municipalities over the next five years. Maintaining the plan ensures attention is placed on mitigation actions. Once the plan is completed in 2023, major revisions to the plan are not likely to be needed until 2028, but new risk information may become available or circumstances may occur which warrant changes to the plan. The HMP update will describe processes for monitoring, evaluating and updating the HMP, as well as identify department(s) and staff responsible for implementation and oversight of any actions (both at the County and municipal levels).

The plan maintenance process will document and assess the status of each mitigation action, changes to community risk, recent or newly planned development, integration with other planning mechanisms, continued stakeholder and public engagement and impacts from hazard events over the five-year lifecycle of the plan.

Tasks 7: Update Plan

7	Update Plan
7.1	Update pertinent sections of the plan, including appendices.
7.1.1	Add hazard related details that were collected during annual meetings.
7.2	Publish updated draft plan for review on county website and other accessible locations.
7.3	Hold Executive Committee meeting(s) to discuss and revise plan update.
7.4	Hold meetings and discussions with participating jurisdictions to update information relevant to each jurisdiction's previous risk assessment.
7.5	Discuss how the HMP actions, strategies, and other information has been incorporated into local planning mechanisms since the last plan update.
7.6	Hold public information meeting(s) to solicit comments on plan update.
7.6.1	Document comments.
7.8	Submit final draft to NYSDHSES for review.
7.9	Complete revisions and respond to comments, if necessary.
7.9.1	Submit plan update to NYSOEM/FEEMA for pre-approval.
7.10	Complete FEMA comments, if necessary, and resubmit.

All planning participants, stakeholders, and the general public will have the chance to evaluate, amend, and comment on the plan's written portions. Additional feedback and input from planning partners, stakeholders, and the general public will be considered and incorporated into the plan. The County will work to widely publish details on how stakeholders and the public can attend and participate in public comment and stakeholder meetings. Before submitting the final plan to NYSDHSES and FEMA, the Executive Committee will submit the draft to NYSDHSES for review.

The County will place additional emphasis on incorporating recommendations from the 2018 HMP FEMA Review Tool into the update. For example, the update will have a Table of Contents for Appendices. Moreover, an index for any large documents in the Appendix will be created to assist with understanding how those supplemental materials interplay with the HMP. Please see Appendix for additional detail on the County’s HMP Review Tool (which feedback will be incorporated in the update to the HMP).

Task 8: Plan Adoption

8	Plan Adoption
8.1	County and participating municipalities pass resolutions accepting the plan update – include these in HMP Appendix A.

Albany County communities' commitment to implementing the mitigation strategy will be demonstrated through the adoption of the HMP, which permits municipalities to carry out their respective duties. A final plan will not be approved until each community has adopted it and FEMA has received formal adoption papers from the County and the municipalities requesting approval.

The Executive Committee will provide the necessary materials to support each municipalities’ unique legislative adoption process. However, it will be contingent on each Project Team and the chief elected officials representing the municipalities participating in the HMP update to adopt the plan locally. Local plan adoption is a requirement for application to many FEMA grants and other federal and state funding opportunities. From the County perspective, the County Executive’s Office will guide the adoption of a resolution accepting the HMP update through the County legislature.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be from date of contract execution until completion of all work under the contract.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Executive's Office. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's comprehension of the required (work) Scope of Services.	20%
Professional qualifications and prior experience in large-scale hazard mitigation projects.	20%
Cost Proposal.	20%
Proposer's demonstrated capabilities (equipment, financial solvency, location).	15%
Client references.	15%
Staffing – (Evaluation of employee's resumes).	10%

8.3 Proposals will be examined and evaluated by the Office of the County Executive with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill

Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

- 16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent

of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP Number: 2023-039

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
 - (e) Proposer Qualification Questionnaire (Attachment “E”)

- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP Number: 2023-039

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;"> a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;"> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1. federal, state or local health laws, rules or regulations.</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Indicate the years the vendor failed to file.</i></p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality 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 shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

COUNTY OF ALBANY

2023 ALBANY COUNTY HAZARD MITIGATION PLAN

RFP# 2023-039

ADDENDUM #1

April 20, 2023

The following Addendum No. 1 consisting of twenty (20) pages (including this cover page) is hereby issued on the 20th day of Month Year, in connection with the Request for Proposal number 2023-039 as requested by the Office of the County Executive.

COUNTY OF ALBANY

**2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP# 2023-039**

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Do you have a grant that you are using for this project or are you using the County's budget?

RESPONSE #1: Yes, the funding award is from the New York State Division of Homeland Security and Emergency Services (DHSES) for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program for Presidential Disaster Declaration DR-4567. There is a percentage County match funding.

ITEM #2: What is your budget limits for this project?

RESPONSE #2: The total budget is just under \$175,000 with a \$20,000 County match.

ITEM #3: What is your due date for FEMA Approval?

RESPONSE #3: The FEMA hazard mitigation assistance guide indicates that recipients have 120 days from the beginning of the period of performance to submit final reports.

ITEM #4: What is your due date for Plan Adoption (8.1)?

RESPONSE #4: The current County hazard mitigation plan expires on 10/2/23.

ITEM #5: What is the County's budget for the specified hazard mitigation planning services?

RESPONSE #5: The County budget allocates \$20,000 for hazard mitigation planning services, in addition to approximately \$175,000 in FEMA grant funding.

ITEM # 6: Did the County receive grant funding for completion of its Local Hazard Mitigation Plan? If so, what type of grant was awarded (HMGP, BRIC, CDBG-MIT, etc.)?

RESPONSE #6: Yes, the County received an HMGP grant.

ITEM # 7: Are the proposal requirements to show participation by a certified MBE and certified WBE?

RESPONSE # 7: MBE and WBE requirements are outlined in Section 21 and on the Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms included in the RFP.

ITEM # 8: The County of Albany Proposal Form, item 6e, lists as a condition of the proposal the Proposer Qualification Questionnaire (Attachment “E”). However, the RFP does not include this attachment. If this attachment is required, could the County please provide it?

RESPONSE # 8: Please disregard item 6e on the Proposal Form. Attachment “E” is not required for this RFP.

ITEM # 8: The following sections are amended as follows to the original RFP document:

Add the following language to Purpose Section 1.1:

The County of Albany is the recipient of Federal Award DR-4615-NY Hazard Mitigation Grant Program (HMGP), which will be used to reduce the loss of life and property due to future natural disasters.

Award Name: FEMA Hazard Mitigation Grant Program

Assistance Listing #: N/A – Federal Disaster Declaration

Federal Award Identification Number (FAIN): FEMA-4567-DR-NY

Program Title: DR-4615-NY Hazard Mitigation Grant Program (HMGP)

Total amount of federal funds awarded: \$180,000.00

Project Title: Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update

Performance Period Start Date: 12/01/2022

Performance Period End Date: 03/31/2025

Budget Period Start Date: 12/01/2022

Budget Period End Date: 03/31/2025

CFDA (same as Assistance Listing #): N/A

Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)): HMGP provides funds to states, tribes, and territories to perform long-term hazard reduction after a major disaster. The purpose is to reduce the loss of life and property due to future natural disasters. One example is elevating a lift station to address flooding. Potential savings must be more than the cost of the project. Section 404 of the Stafford Act authorizes the program. Hazard Mitigation Grant Program funds are available statewide once there is a presidentially declared disaster anywhere in the state.

Name of federal awarding agency: FEMA

Pass-through entity: New York State Division of Homeland Security and Emergency Services

Replace section 5.2 with the following information:

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County

Attorney, and should anticipate an agreement which contains, but is not limited to, the contract provisions described in Attachment #1 - County of Albany Non-Federal Entity Contract Provisions

Add Section 5.3

5.3 Successful Proposer as Subrecipient FEMA Hazard Mitigation Grant Program

Any contracts awarded pursuant to this RFP will be considered a subaward, and the successful proposer will be considered a subrecipient of Albany County Federal Award FEMA Hazard Mitigation Grant Program accordingly, the successful Proposer will be required to meet the terms and conditions of the federal award. (See Albany County award letter, Attachment #2), together with the provisions outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (See Attachment # 3).

End of Addendum #1

ATTACHMENT #1: COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFP #2023-039 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFP #2023-039 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFP #2023-039 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES ____ **Authorized Representative’s initials: ____**

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials: ____**

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFP # 2023-039 procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

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

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

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFP # 2023-039 procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFP # 2023-039 procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

U.S. Department of Homeland Security
Region 2
Jacob K. Javits Federal Office Building
26 Federal Plaza
New York, New York 10278-0002



FEMA

November 10, 2022

Ms. Rayana Gonzales
Alternate Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, New York 12242

Attn: Marlene D. White, Chief of Mitigation

RE: FEMA-4567-DR-NY
Hazard Mitigation Grant Program (HMGP)
HMGP Project# 4567-0020
Albany County
Multi-Jurisdictional Multi-Hazard Mitigation Plan Update - Project Approval Letter

Dear Ms. Gonzales:

The Federal Emergency Management Agency (FEMA) Region 2 has completed review of the New York State Division of Homeland Security and Emergency Services (DHSES) for funding of the Hazard Mitigation Program (HMGP) project number 4567-0020 for the Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan. DHSES as the grant recipient (hereinafter known as the Recipient) will administer this sub-grant award to Albany County (hereinafter known as the Sub-Recipient).

Funding has been made available in an amount not to exceed total project costs of \$200,000 with a federal share of \$180,000 and the required non-Federal matching share of \$20,000. In addition, Sub-Recipient management costs were also requested and will be made available for an amount not to exceed a total cost of \$10,000. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 44 CFR Part 207. Approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached Conditions of Approval [COA]).

The Period of Performance (POP) deadline of March 31, 2025, has been established for this grant program. DHSES will administer this sub-grant within the grant program POP. This POP provides ample time for the Sub-Recipient to complete all activities identified within the approved scope of work, and to address any potential delays that may arise due to permitting requirements, weather conditions or other unforeseen circumstances. It also includes sufficient time for DHSES to conclude its administrative contract requirements after the project is completed.

The approved Scope of Work (SOW) outlined in the application includes Albany County's Local Multijurisdictional Multi-Hazard Mitigation Plan Update. The plan includes all 17 municipalities

Ms. Rayana Gonzales
November 10, 2022
Page 2 of 2

within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

Any change to the approved Scope of Work as identified within the application must be submitted to FEMA Region 2 for consideration and approval prior to implementation. This includes any potential extension of the Sub-Recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA Region 2's approval may jeopardize funding for the sub-grant project as a whole. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-Recipients are aware of requirements imposed upon them by Federal Statute and regulations.

Please be advised that the Local Mitigation Planning Policy Guide FP 206-21-0002 (Guide, Policy) was released on April 19, 2022, and is effective on April 19, 2023. The Guide is FEMA's official policy and interpretation of the applicable statutes and mitigation planning regulations at 44 Code of Federal Regulations (CFR) Part 201. The policy applies to state and local governments that update and implement state and local mitigation plans as well as FEMA officials who review and approve those plans. This updated policy will become effective on April 19, 2023. The transition period before policy changes take effect for mitigation plan approvals provides time for state and local governments to review and incorporate the changes needed for an approved hazard mitigation plan. Plans that are not approved by the effective date will have to meet the requirements established in the updated policies. The guide and frequently ask questions are available on the following links: [Local Mitigation Planning Policy Guide \(fema.gov\)](#) and, [FAQs: Updates to State and Local Mitigation Planning Policy Guides \(fema.gov\)](#)

FEMA urges your office to meet with the Sub-Recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-Recipient in the implementation of this project.

Should you have any questions or require additional information, please contact Sharon Edwards, Hazard Mitigation Assistance Branch Chief at (212) 680-3633 or by email at Sharon.Edwards@fema.dhs.gov.

Sincerely,

WILLIAM MCDONNELL  Digitally signed by WILLIAM
MCDONNELL
Date: 2022.11.10 16:14:02 -05'00'

Michael F. Moriarty
Director
Mitigation Division

cc: Ms. Marlene D. White, NYSDHSES, Chief of Hazard Mitigation Programs

Attachment: Conditions of Approval (COA)

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

FEMA Region 2 approval is contingent upon fulfillment of all the following conditions:

1. Approved Scope of Work

The approved Scope of Work (SOW) outlined in the application includes Albany County's Local Multijurisdictional Multi-Hazard Mitigation Plan Update. The plan includes all 17 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

2. Scope of Work Changes

In accordance with 2 CFR Section 200.308, pass-through entities must obtain FEMA's prior approval whenever there is a proposed scope of work (SOW) change. Requests for changes to the SOW after award are permissible if they are consistent with the intent of the program. Requests must be made in writing and demonstrate the need for the scope change. The request also should include a revised scope, schedule, and budget. Any SOW changes are subject to all programmatic requirements, including EHP review requirements. All approvals will be at FEMA's discretion.

3. Other Regulatory Requirements

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.

4. Budget Changes

Recipients and Sub-Recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

5. Project Completion Schedule

The sub-grant project must be completed under the project schedule provided by the *Sub-Recipient* within the project application, as finalized prior to project approval. The project completion date for this sub-grant award is March 31, 2025. Changes to this schedule would be considered a SOW change and therefore must be pre-approved by FEMA and the grant Recipient. Please note, the sub-

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

grant project schedule is unique and separate from the grant Period of Performance (POP). The grant POP is the period during which the Recipient (DHSES) is expected to administer all HMGP activities under the declared disaster.

6. Period of Performance Extensions

In order for the Sub-Recipient to be considered for a period of performance extension, DHSES must submit a formal written request to the Regional Administrator no later than sixty (60) days prior to the expiration of the period of performance and must include a justification for the extension. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project within the requested extended period of performance. Other information required with this request includes: a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered into by Sub-Recipient with vendors; percentage of work completed, and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

7. Reporting Requirements

Recipients and Sub-Recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due 30 days of the end of the first federal quarter following the initial grant award. FEMA may waive the initial reports. The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur

8. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-Recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the Sub-Recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

9. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

10. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work.
 - The approved work was completed, and the mitigation measure follows the provisions of the FEMA-STATE Agreement.
 - Each sub-grant has been completed in compliance with the approved SOW.
 - Actual expenditures have been documented and are consistent with the SF-424A or SF-424C.
 - All program income has been deducted from total project costs as specified in 2 CFR Part 200.80.
 - All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project. (If applicable)
 - For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted to FEMA. (If applicable)
 - The activity is consistent with 44 CFR Part 201 and 206.
-
- The Recipient can claim management costs based on three conditions to whichever of the following occurs first:

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

- 180 days after work is completed on the last non-management cost HMGP project for the declaration, OR
- 180 days after the last performance period of the last non-management costs HMP project for the declaration, OR
- Eight years from the date of the major disaster declaration. Whichever conditions occurs first, is when the timeframe for the Recipient to submit their management cost claim begins. Please note, DHSES can charge their management costs activities for individual project in this claim. Recipients are only authorized funding from them up to 10% rate. The 2CFR Sections 200.343 and 200.344 established: *The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP.*

The Sub-Recipient can claim management costs incurred up to whichever of the following occurs first:

- 180 days after work is completed for the non-management cost HMGP project for the declaration. OR
- 180 days after the latest performance period for the non-management cost HMGP project. OR
- The recipient management cost award has been closed out.
When one of the conditions is triggered, the timeframe for the Sub-Recipient to submit their management cost claim begins.
- The recipient can claim management costs incurred up to whichever of the following occurs first:
 - 180 days after work is completed on the last non-management cost HMGP project for the declaration.
 - 180 days after the latest performance period of the last non-management cost HMGP project for the declaration.
 - Eight years from the date of a major disaster declaration.

When one of the conditions is triggered, the timeframe for the Recipient to submit their management cost claim begins. This typically will occur when the grant/disaster is preparing to close.

The Recipient must submit final reports when it determines that all administrative actions and required work have been completed. These reports include the final SF-425, final Performance Report, and any outstanding sub-grant closeout documentation.

The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR Sections 200.343 and 200.344. Sub-Recipients must submit final reporting to the pass-through entity no later than 90 days after the end of the Period of Performance. To ensure that this requirement is met, the Recipient will ask the Sub-Recipient to submit final payment request within sufficient time after project completion to allow time to close the project.

Pass-through Entity's Responsibilities Checklist

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
Subrecipient and Contractor Determination		
200.330	A determination has been made as to whether the entity receiving federal funds is a subrecipient or a contractor based on the definitions outlined in the Uniform Requirements.	
200.331 (a)	The subrecipient has been informed of the subaward and their requirements to comply with the provisions outlined in the Uniform Requirements.	
Required Subaward Identification Information		
200.331 (a)(1)	Subrecipient name (must match registered name in DUNS)	
	Subrecipient's DUNS number	
	Federal Award Identification Number (FAIN)	
	Federal Award Date	
	Subaward period of performance start and end date	
	Amount of federal funds obligated by this action	
	Total amount of federal funds obligated to the subrecipient	
	Total amount of federal award	
	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
	Name of federal awarding agency, pass-through entity, and contact information for awarding official	
	CFDA number and name	
	Whether or not the award is R&D	
	Indirect cost rate for the federal award	
Requirements for Pass-through Entities		
200.331 (a)(2)	The subaward includes all requirements imposed by the pass-through entity to ensure the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	
200.331 (a)(3)	Any additional requirements imposed by the pass-through entity in order to meet its responsibilities with the Federal awarding agency to include identifying any required financial and performance reports.	
200.331 (a)(4)	A current approved indirect cost rate between the subrecipient and the federal government. If no rate exist, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis rate of 10%.	
200.331 (a)(5)	The subaward includes a requirement that the subrecipient allows the pass-through entity and auditor's access to their records and financial statements.	
200.331 (a)(6)	The subaward includes the appropriate terms and conditions regarding the closeout of the award.	
200.331 (b)	Assess the subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of the subaward (<i>see Subrecipient Monitoring Risk Factors Checklist</i>).	
200.331 (c)	Consider imposing specific subaward conditions on a subrecipient, if appropriate as described in § 200.207 (<i>Specific Conditions</i>).	
Subrecipient Monitoring Requirements		
200.331 (d)	Activities of the subrecipient are monitored as necessary to ensure the subaward is used for authorized purposes; is in compliance with Federal statutes, regulations and the terms and conditions of the subaward and performance goals are met.	

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
200.331 (d)(1) (2)&(3)	Monitoring of subrecipients must include: <ul style="list-style-type: none"> • Reviewing financial and programmatic reports, • Follow-up process to ensure subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other methods, and • Issue a management decision for all audit findings pertaining to the award. 	
Subrecipient Monitoring Tools		
200.331 (e)	Based on the results of the risk assessment performed, consider other monitoring tools to ensure proper accountability and compliance with program requirements.	
200.331 (e)(1)	Provide subrecipients with training and technical assistance on program-related matters.	
200.331 (e)(2)	Perform on-site reviews of the subrecipient's program operations.	
200.331 (e)(3)	Arrange for agreed upon procedures engagement as described in § 200.425 (<i>Audit Services</i>).	
Additional Monitoring Requirements		
200.331 (f)	Verify that every subrecipient is audited as required by Subpart F when it is expected that Federal funds expended during the fiscal year either equaled or exceeded the \$750,000 threshold set forth in § 200.501 (<i>Audit Requirements</i>).	
200.331 (g)	Make necessary adjustments to the pass-through entity's records based on the results of a subrecipient's audit, on-site review, or other monitoring efforts.	
200.331 (h)	Consider taking enforcement action against non-compliance subrecipients as described in § 200.338 (<i>Remedies for Non-compliance</i>).	