



**Department  
of State**

# Countywide Resiliency Planning Grants Request for Applications

## RFA 16-LWRP-33

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**Questions Due Date:** January 25, 2017

**Updates & Responses to  
Questions Posted Date:** ~~February 8, 2017~~ February 22, 2017

**Applications Due Date:** ~~March 29, 2017~~ April 12, 2017

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#### Application Submission

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## **1.00 GENERAL INFORMATION**

### **1.10 Overview**

The New York State Department of State Office of Planning and Development (“DOS OPD”) is developing a Resiliency Planning Program for some areas of the State that were not previously covered by Governor Andrew M. Cuomo’s NY Rising Community Reconstruction (NYRCR) Program. The Resiliency Planning Program will develop community resiliency plans that primarily address climate change risks and vulnerabilities associated with: an increase in frequency and severity of storm and precipitation events; sea-level rise; storm surge; and flooding. Development of these plans will build upon the methods employed under the NYRCR Program following Superstorm Sandy, Hurricane Irene and Tropical Storm Lee.

In this solicitation a total of \$1 million is available from the Environmental Protection Fund Smart Growth Program for the Countywide Resiliency Planning Grant Program in upstate counties, excluding those covered by the Great Lakes Program or those that undertook previous NY Rising countywide resiliency planning (Montgomery, Herkimer, Oneida, Madison and Niagara counties).

### **1.20 Background**

In the past several years, many New York State communities have been devastated by a multitude of extreme weather events, including Hurricane Irene, Tropical Storm Lee, Superstorm Sandy and other intermittent precipitation and flooding events. These events signaled that New Yorkers are living in a new reality. Rising sea levels are problematic in the marine environment and extreme weather events are occurring across the State with increased frequency and damage as the effects of climate change continue to unfold. Indeed, as Governor Cuomo proclaimed: "New Yorkers have endured some of the most severe weather events in our history, their catastrophic results leading to the stark realization that extreme weather is the new normal." This “new normal” also signaled that we need to plan, build and re-build our communities in a way that will build greater resilience and mitigate future risks, damages and threats to human life and property. In addition, this needs to be accomplished in a socially, environmentally, fiscally and economically sustainable way.

In response to Superstorm Sandy, the Governor launched the innovative, community-driven NYRCR Program (“NY Rising”). Drawing on lessons learned from past recovery efforts, the NYRCR Program provided a unique combination of bottom-up community participation and State-provided technical expertise. The NYRCR Program funded and empowered the State’s most impacted communities to develop reconstruction/resiliency plans, with detailed project profiles, that will help build physically, socially, ecologically and economically resilient communities. (The NYRCR Program was recognized as a Top Ten innovative program in 2015 by the Harvard Ash Center’s Innovation in Government Award.) The initial round of the NYRCR Program served 102 storm-impacted communities throughout the State; Round II developed recovery/resiliency plans in 22 more communities, including five Upstate Counties—Montgomery, Herkimer, Oneida, Madison and Niagara.

Additionally, in response to Hurricane Irene and Tropical Storm Lee, Governor Cuomo created the Long Term Community Recovery (LTCR) Initiative, which provided broad-based, multi-faceted assistance to impacted communities upstate. As part of that program, the DOS OPD funded planning and visioning grants for the most devastated communities in order to build back stronger and plan for long-term community resiliency

The DOS OPD Resiliency Planning Program complements and builds upon these previous resiliency efforts by addressing the various disaster risks, climate and geographic and hydrologic conditions throughout the State. While all regions of the State face some similar resiliency issues—such as severe and frequent storm events—each region also faces its own challenges.

This particular RFA administers funding from the Countywide Resiliency Planning Grant Program to make funding available on a competitive basis to develop countywide resiliency plans. Through this program, upstate counties will identify strategies and projects to make communities more resilient by developing resiliency plans that consider past damages, future threats, and potential economic opportunities. The resultant resiliency plans will ensure that the reconstruction and revitalization efforts strengthens community vitality, maximizes use of available funds, and reduces future weather related damages.

### **1.30 Funding Availability**

The Countywide Resiliency Planning Grant Program is a competitive grant program soliciting applications from the upstate counties identified above and/or not-for-profits (on behalf of an upstate county) for grants to prepare Countywide Resiliency Plans. Each plan will include a countywide risk assessment, resilience strategies, and accompanying recovery projects and actions to address areas in the counties that have been most affected by past storm damages. Applicants can focus their efforts on increasing public education and awareness; assessing vulnerability and risk; identifying and implementing management measures, standards, or policies; and designing structures to accommodate changing conditions. Successful applicants will be expected to develop plans for viable projects and activities. \$1 million is available to prepare countywide resiliency plans. Approximately \$1 million in state funding is available. Maximum grant funding will be \$250,000 per award. No matching funds are required.

### **1.40 Eligible Applicants**

The applicant must be a county, or a not-for-profit corporation located in New York State applying on behalf of a county and eligible for purposes of executing the contract with the State and to request and receive payment for eligible costs. A not-for-profit organization may be the lead applicant and serve as local program administrator provided that it is incorporated pursuant to New York State Not-For-Profit Corporation Law and be approved for tax-exempt status under the Internal Revenue Service code for a period of at least one year prior to the contract execution date. The not-for-profit organization applying on behalf of a County must provide a letter from the County indicating the partnership.

The following counties are eligible to apply:

Albany	Delaware	Livingston	Schenectady	Ulster
Allegany	Dutchess	Onondaga	Schoharie	Warren
Broome	Essex	Ontario	Schuyler	Washington
Cattaraugus	Franklin	Orange	Seneca	Westchester
Chemung	Fulton	Otsego	St Lawrence	Wyoming
Chenango	Genesee	Putnam	Steuben	Yates
Clinton	Greene	Rensselaer	Sullivan	
Columbia	Hamilton	Rockland	Tioga	
Cortland	Lewis	Saratoga	Tompkins	

**1.50 RFA Questions and Updates**

All substantive questions regarding this competitive grant program must be submitted in writing by email to [opd@dos.ny.gov](mailto:opd@dos.ny.gov), and received on or before the *Questions Due* date as stated on the cover of this RFA. Questions should indicate RFA# 16-LWRP-33 in the subject line of the email. No responses will be provided to inquiries made by mail or telephone other than a request for an RFA package.

For questions sent by email, the subject of the message should be “Countywide Resiliency Plan RFA Questions.” To insure timely receipt of questions, email submission is strongly encouraged.

Questions and answers will be posted on the *RFA Updates Posted* date as stated on the cover of this RFA. The questions and answers, this RFA, and electronic application forms can be accessed from the following DOS web page: <http://www.dos.ny.gov/funding>.

**1.60 Submission of Application**

All applications must be submitted by the due date listed on the cover page of this RFA. One signed and complete original application, plus two exact paper copies of the application, along with one electronic copy (in Adobe Acrobat Portable Document Format (PDF) saved on a disc or USB flash drive) must be submitted by the applicant and received at:

**Application Submission**  
 Chet Fiske, Contract Administration Unit  
 Attention: RFA # 16-LWRP-33  
 NYS Department of State Bureau of Fiscal Management  
 One Commerce Plaza, Suite 1110  
 99 Washington Avenue  
 Albany, NY 12231

All submissions must contain the complete application to be considered for review. Email or fax copies will not be accepted.

## 1.70 Contract Period

Contracts for approved activities will be awarded for a term of 24 months beginning no earlier than May 1, 2017 and ending no later than April 30, 2020.

## 2.00 COUNTYWIDE RESILIENCY PLAN GRANTS

The Countywide Resiliency Plan Grant program will provide up to \$250,000 per application to aid a county in developing a countywide resiliency plan. The planning process will develop a vision for a resilient county; increase public education and awareness; assess vulnerability and risk; identify and implement management measures, standards, or policies needed to accommodate changing conditions; estimate costs and benefits of recovery options; prioritize planning projects that have the most significant value in making counties more prepared for future storm events; and develop funding strategies to implement priority projects including identification of available federal, state, municipal, nonprofit and private resources.

A successful plan should include:

- **Assessment of risk to key assets.** As the bedrock of the plan, an inventory of assets, needs, opportunities and the vulnerabilities of key assets will help a community set priorities among needed projects and actions.
- **Projects and actions to restore and increase the resilience of key assets.** The resiliency plan should address both the restoration of key assets and actions that will make them more resilient to future threats. Examples of such projects and actions include restoration or mitigation of natural infrastructure (e.g. wetlands, oyster reefs, dunes, and other green infrastructure), changes in land use regulations to encourage sound development (e.g. changes in use, increased setbacks, and transfer of density), and investments in transportation or other improvements in community systems to prepare for future threats.
- **Protection of vulnerable populations.** New measures to protect vulnerable persons (people with disabilities, low and very-low income populations, elderly, young children, homeless and people at risk of becoming homeless) through housing decisions and other services. For example, site new facilities in lower risk areas, require backup power systems for critical facilities such as nursing homes and hospitals, and improve communications systems to ensure that vulnerable persons are not left without aid. Some actions to address vulnerable populations could include amendments to municipal emergency management procedures.
- **Projects with economic growth co-benefits.** Projects to enhance community resilience will improve the future of the local economy. For example, investments in new transportation infrastructure may facilitate the growth of Main Street business corridors; and investments in new recreational assets (e.g. new green space that serves as a buffer against flooding) may protect against storm damage or serve as redundant protection in critical areas, while also drawing tourists or facilitating the growth of new businesses.

- **Regional coordination.** Regional coordination can enable stakeholders to work together across jurisdictions to leverage resources, opportunities and long-term objectives.
  
- **Detailed implementation agendas.** A clear and detailed description of the actions needed to implement the plan will provide a template for success. This includes assigning responsibility for specific actions to specific individuals or organizations, and establishing timelines for each action, as appropriate.

## 2.10 Eligible Activities

The following activities related to resiliency planning for counties are eligible for reimbursement:

- a) Surveys, assessments, and other research-oriented activities related to the Countywide Resiliency Plan;
- b) Writing, illustrating, and producing the Countywide Resiliency Plan;
- c) Holding and facilitating community forums and other meetings;
- d) Coordinating with other governmental entities; and/or
- e) Other actions needed to complete the Countywide Resiliency Plan.

## 2.20 Smart Growth Principles

Where appropriate, Countywide Resiliency Plans should contain strategies/projects that will be consistent with the following general Smart Growth Principles:

1. **Mixed Land Uses:** A mix of land uses can convey substantial fiscal and economic benefits by placing commercial uses in close proximity to residential areas as a critical component of achieving viable places to live.
2. **Density:** Compact communities are more land- and energy-efficient, provide the critical mass for neighborhood retail, commercial development and mass transit, protect natural resources and promote walkability. Concentrating and directing growth in designated centers reduces the demand for sprawling development on greenfields on the metropolitan fringe, thus saving open space and farmland and protecting natural resources. Growth in centers maximizes the use of existing infrastructure, avoiding costly municipal expenditures on the extension and maintenance of new infrastructure.
3. **Climate Change:** Concentrating residential, commercial, office and recreational land uses provides the density and critical mass necessary to sustain mass transit, reducing automobile dependency, vehicle miles travelled and transport-based greenhouse gas emissions. Denser communities are also more energy-efficient.
4. **Resiliency:** Land use, development and infrastructure that is adaptive to climate change impacts and is resilient and resistant to extreme storm events.
5. **Green Infrastructure:** Smart Growth incorporates green buildings – energy conservation measures, renewable energy, sustainable site location and maintenance, locally produced materials and food – well-maintained and well-placed parks, trails, linked open spaces, child accessible, environmental and ecological education areas, sustainable storm-water management and urban forestry.
6. **Social Diversity and Integration:** Communities designed on Smart Growth principles allow people of diverse ages, incomes, races and physical abilities to interact more regularly, easily and safely by

encouraging walkable communities, accessible public spaces and a variety of age-, income- and race/ethnic-integrated housing opportunities.

**7. Range of Housing Opportunities and Choices:** Provide quality housing with efficient access to jobs, resources and amenities for people of all income levels, ages and races.

**8. Walkable/Bikeable Neighborhood Design:** Walkable/bikeable communities make pedestrian activity possible by mixing land uses, building densely and connecting streets in a gridded pattern, thus expanding transportation options and creating streetscapes that better serve a range of users, including pedestrians, bicyclists, transit riders, and automobiles.

**9. Distinctive, Attractive Communities with a Strong Sense of Place:** Smart Growth encourages communities to set standards for development and construction that respond to community values of architectural aesthetics, neighborhood-friendly design and human-scale planning, as well as expanded choices in housing and transportation.

**10. Development and Redevelopment in Existing Communities:** Smart Growth directs development towards existing communities already served by infrastructure, seeking to utilize the resources that existing neighborhoods offer, and to conserve open space and irreplaceable natural resources on the urban and metropolitan fringe.

**11. Variety of Mobility Choices:** Providing people with efficient and varied mobility choices - walking, biking, public transit - fosters greater community opportunities for housing, shopping, and jobs compliant with Smart Growth principles.

**12. Well-Planned and Well-Placed Public Spaces:** The public realm plays a prominent role in the Smart Growth paradigm. Smart public spaces increase walkability, social interaction, livability, a sense of place and neighborhood aesthetics.

**13. Community and Stakeholder Collaboration in Planning:** Collaborative efforts can lead to creative resolutions of development issues and greater community understanding of the importance of good planning and investment which results in great places to live, work, shop and play.

### 2.30 Eligible Expenses

In order for expenses to be eligible for reimbursement, they must be reasonable, relevant and directly related to the activities approved in the contract. Countywide Resiliency Plan Grant funds may be used to cover direct costs including, but not limited to:

- a) Personal Services – including direct salaries, wages, fringe benefits for activities related to planning project work by municipal employees and for grant administration for preparation of reports, vouchers and contract related administration required by the Department.
- b) Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct planning project related costs and limited grant administration, and other goods and services.

Note: Grant administration activities may include, but are not limited to, preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount.

## 2.40 Ineligible Expenses

Any expenses not fully justified may be deemed ineligible and removed from the budget, thereby reducing the award amount.

No part of the grant shall be used for:

- a) Indirect or overhead costs of the municipality, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.
- b) Salaries and other expenses of elected officials, whether incurred for purposes of planning project direction, execution, or legislation.
- c) Fund raising events/expenses
- d) Match for Federal assistance
- e) Match for other Environmental Protection Fund awards
- f) Land acquisition
- g) Taxes, insurance, fines, deficit funding
- h) Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note (BAN) cannot be calculated into plan cost, whether for reimbursement or local match.
- i) Contingency costs
- j) Lobbying expenses
- k) Costs incurred prior to the contract start date
- l) Costs that are not adequately justified or that do not directly support the project.

## 3.00 APPLYING FOR COUNTYWIDE RESILIENCY PLAN GRANT

Applicants must use the application form contained in Attachment A to apply for funding. Failure to do so will result in disqualification and the application will not be evaluated. Applicants may attach additional sheets of paper as needed if responses exceed the space allowed on the form. Information the applicant provides will be used to score the application and determine eligibility for funding.

### 3.10 Application Materials

A complete application for a Countywide Resiliency Plan Grant includes the following:

Part A – Applicant Information

Part B – Resolution/Not-for-Profit Letter of Authorization

Part C- General Plan Information

Part D – Project Timing and Cost

Part E – Project Summary

Part F – Planning Project Partner(s)

Part G – Work Program

Part H – Planning Project Personnel

Part I/J – Budget Summary and Detail

### 3.20 Application Instructions

#### Part A. Applicant Information

1. **Project Applicant:** The applicant must be a county, or a not-for-profit corporation located in New York State applying on behalf of a county and eligible for purposes of executing the contract with the State and to request and receive payment for eligible costs.
2. **Project Applicant’s Address and Telephone Number:** Provide the postal address and telephone and fax number of the applicant.
3. **Federal Tax Identification Number and Charities Registration Number:** Provide the applicant's Tax ID number and Charities Registration Number if applicable.
- 4-7. **Contact Information:** Provide the name, telephone and fax number, e-mail and postal address (if different from the applicant) of the person to contact regarding the proposed planning project.

#### Part B. Not-for-Profit Letter of Authorization

Not-for-profit corporations, applying on behalf of a county, must provide a letter from the authorized county representative indicating that the not-for-profit is authorized to submit the application on behalf of the county. Authorization letters are required to be received within 60-days of the application due date.

#### Part C. General Project Information

1. **Project Name:** Provide a brief but descriptive name for your planning project.
2. **Project Location:** Provide County, Senate and Assembly District.

#### Part D. Project Timing and Cost

- 1-2. **Schedule:** Provide the proposed starting date and the expected completion date of the project.  
*Note: Completion of the project shall not exceed 24 months from the start date of the contract.*
- 3-4. **Project cost:** Provide an estimate of the total project cost and the amount of **Smart Growth Grant Program** dollars requested from this funding opportunity (not to exceed \$250,000) to help fund the plan. The dollar amounts entered must match what is calculated in the budget page(s), Parts K and L.

#### Part E. Project Summary

Provide a brief summary statement that describes the proposed project.

#### Part F. Project Partners

Provide details on each project partner identified in the application.

## Part G. Work Program

In detail, describe the proposed planning process, including the objectives to be achieved and problem(s) to be addressed. Discuss how the Smart Growth Principles (Section 2.20) and goals for building countywide resiliency are addressed by the work proposed. Identify the project's component tasks or stages and their costs, and provide a schedule for their completion. Identify the anticipated benefits of the proposed project. Use appropriate narrative to demonstrate how the proposed project meets the Grant Selection Criteria (Section 3.30).

The applicant is required to submit a schedule for the development of the plan, and describe the public participation in the planning process, including community outreach to underserved populations, charrettes, public visioning sessions, focus groups and accessible web-based public input.

Please attach additional pages as necessary.

## Part H. Project Personnel

Identify the key personnel who will work on the project and describe their qualifications.

## Part I/J. Budget Summary and Detail

Include only costs to be funded by the Countywide Resiliency Plan Grant Program, broken out by category.

1. **Salaries and Wages** - For each employee assigned to this planning project, indicate the title, annual salary (if an hourly employee, please indicate rate and approximate number of hours to be worked on the project) including fringe benefits, and total dollar amount to be charged to the project. (Fringe benefits include social security, workers compensation, unemployment insurance, health insurance, and any other benefits.)
2. **Travel** - Describe the purpose, start and end points and mode of travel, and how costs are calculated.
3. **Supplies, Materials** - State the cost and describe briefly the supplies, and materials to be purchased.
4. **Equipment** - State the cost and describe briefly the equipment to be purchased.
5. **Contractual Services** - State the cost and describe briefly the extent and purpose of contractual services.
6. **Other** - Costs which do not fall under any of the categories listed above are reflected in this category. State the cost and describe briefly the extent and purpose items in this category.

**Note:** Make sure that all items of cost in the budget are clearly described in the Part I - Work Program and justified as necessary to the project.

## 3.30 Grant Selection Criteria

Applications will be reviewed according to specific grant selection criteria, based on the Smart Growth Principles previously outlined. A successful proposal is not expected to meet all of these grant selection criteria. Each element of the grant selection criteria is rated using the following numerical evaluation to

assess the degree to which the application meets the grant selection criteria (a total of 100 points is available):

**Pass/Fail Criteria:**

1. The application must be received by the due date and time stated on the cover of this RFA;
2. Lead applicants must be an eligible county as listed on page 3 of this RFA, or a not-for-profit organization provided that it is incorporated pursuant to New York State Not-For-Profit Corporation Law and be approved for tax-exempt status under the Internal Revenue Service code for a period of at least one year prior to the contract execution date;
3. All applications must be submitted on the application form provided in Attachment A.

Failure to comply with this criteria will result in disqualification of an application prior to review.

The grant selection criteria and elements are:

- 1. Regional Significance (4 Points)**
  - (a) Advances a goal or initiative recommended in a county or regional plan
  
- 2. Advancing State Planning and State and Federal Funding Initiatives (8 Points)**
  - (a) Advances State planning initiatives or furthers a planning project begun under other state programs
  - (b) Leverages other public funds, including the Environmental Protection Fund, the New York Main Street program, and other State and federal grant programs
  
- 3. Level of Commitment (16 Points)**
  - (a) Advances an approved or substantially completed countywide or community plan, strategy or vision
  - (b) Builds on other successful local projects
  - (c) Demonstrates committed government and community leadership
  - (d) Demonstrates readiness to advance the project
  
- 4. Partnerships (8 Points)**
  - (a) Creates or advances intermunicipal, intergovernmental, public, private, or not-for-profit partnerships to address resiliency
  - (b) Creates or advances intermunicipal and intergovernmental partnerships in order to make delivery of government services more resilient
  
- 5. Public Engagement (4 Points)**
  - (a) Describes an effective approach and process that will be followed to ensure ongoing public participation and engagement during project development, including the involvement of partnering municipalities and the general public

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**6. Economic Development (12 Points)**

- (a) Encourages resilient economic development or redevelopment in existing community centers and areas where infrastructure is readily available
- (b) Encourages the use or reuse of existing buildings and sites in existing community centers and areas where infrastructure is readily available
- (c) Minimizes adverse environmental impacts of development related to climate change by incorporating resilience into review of development proposals

**7. Green Infrastructure (4 Points)**

- (a) Encourages and advances resilient “green” infrastructure, including: pedestrian and bike trails that connect people to parks, nature and public spaces; community landscaping, preferably with native plant species; tree-planting and urban forestry; accessible neighborhood parks, greens and/or squares; community gardens; and mitigation of “heat island” effects

**8. Community Livability (16 Points)**

- (a) Encourages resilient downtown revitalization with a mix of land uses
- (b) Encourages resilient public spaces
- (c) Addresses resilience for a mix of income and age groups – including vulnerable populations
- (d) Makes historic, archeological and cultural resources more resilient

**9. Sustainability (8 Points)**

- (a) Provides for broad-based public involvement of community-based organizations, neighborhood groups, not-for-profit organizations and others who would be affected by or who can advance implementation of resilience projects
- (b) Demonstrates an existing or proposed organizational structure adequate to sustain implementation

**EVALUATION OF BUDGET AND COST (20 Points)**

Additional points as specified below will be awarded for the following elements:

- (a) Costs meet eligibility requirements of the program (5 points)
- (b) Budget is cost-effective, presents necessary and realistic costs and does not contain ineligible or unjustified expenses (10 points)
- (c) Costs clearly relate to and support activities in the proposed workplan (5 points)

**4.00 AWARDS AND GRANT ADMINISTRATION**

**AWARD METHOD**

A maximum total of 100 points is possible for any application. The Department of State will fund the highest scored applications until the funds are gone.

The Department may make an award under the RFA in whole or in part, and may offer partial funding if resiliency planning is already advanced by the applicant. The Department may award no funding to an applicant if its application cannot be fully funded within the funds remaining, in which case funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to

satisfactorily negotiate a proper contract within a reasonable amount of time, that funding may be awarded to the next highest-scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 30 days of notification of status of award.

#### **4.10 Award Announcements**

The Department of State will not release information regarding the status of an application until all announcement approvals are secured for each round. Applicants will be notified directly of awards.

#### **4.20 Contract Requirements**

The Department of State requires that all successful applicants enter into a contract with the State of New York. The state contract details the obligations of the applicant/contractor. Contracts for a Countywide Resiliency Plan Grant will be dated no earlier than May 1, 2017 and end no later than April 30, 2020. State contracts must be returned to the Department of State from the grantee within thirty (30) days from their receipt to ensure that funds go to applicants that are ready to move forward with the proposed activities.

#### **New York State Grants Gateway**

Successful grant applicants will be required to register through the New York State Grants Gateway. To register, log on to <http://grantsreform.ny.gov>. Any not-for-profit that is applying on behalf of a County must be prequalified in the Grants Gateway prior to submission of grant application.

#### **Standard Cost Reimbursement Contract**

Each successful applicant must enter into a standard cost reimbursement contract with the Department of State which includes this Request for Applications, the successful applicant's proposal, an agreed upon work program, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Appendix A along with Article 15-A of the New York Executive Law. All necessary municipal resolutions and certifications must be received prior to entering into contracts. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

#### **Compliance with Procurement Requirements**

All contracts by municipalities for service and labor involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-

b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service and labor contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service and labor contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

### **Record Retention and Audits**

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

## **Minority and Women-Owned Business Enterprise Participation**

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

### **1. General Provisions**

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBE s"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

### **2. Contract Goals**

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

### **3. Equal Employment Opportunity (EEO)**

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
  - (1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy-two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
  - (3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - (4) The Contractor's EEO policy statement shall include the following language:
    - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

**Additional Notices and Explanations Regarding the MWBE Program and this Request for Applications:**

Applicants selected for an award will be required to comply with all the contractual requirements, including demonstrating that a good faith effort is made to meet the goals for certified MWBE firms participation as stated in the contract and in accordance with Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting M/WBE requirements established by the State of New York. The requested plan, as described below, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the M/WBE requirements.

**MWBE REQUIREMENTS FOR APPLICANTS SELECTED FOR AN AWARD**

Create a plan for compliance with the M/WBE requirements. The plan should be submitted with bids and proposals, in addition to FORM B - STAFFING PLAN and FORM D - MWBE UTILIZATION PLAN.

Provide a DETAILED statement, with the project description, on how you intend to meet the MWBE goals with your project. The following should be included in the statement:

1. Your project's MWBE goal amount, determined by using the attached MWBE GOALS CALCULATION Template.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you plan to solicit certified M/WBEs for the purposes of complying with the participation goals related to your project.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation plan to be published in any of the above publications
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that will be solicited for purposes of complying with your certified M/WBE participation

goal (The Directory can be viewed at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?XID=7637&TN=ny>).

5. Descriptions of the notices, dates of contact, letters, and any other correspondence that will be made to all certified M/WBEs.
6. A description of any contract documents, plans, or specifications to be made available to certified M/WBEs for bid solicitation purposes and the proposed date and manner in which these documents will be made available.

If you are unable to comply with the MWBE requirements, you must request a waiver of these requirements by submitting to the Department of State the attached REQUEST FOR WAIVER FORM E for processing. Please note that the following information will be required to secure the waiver (all items may not apply to your case, but provide information and documentation for those that apply):

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. A copy of the completed MWBE GOALS CALCULATION Template.
3. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
4. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
5. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
6. Documentation of your search in the NYS Directory of Certified Firms (e.g.: Printouts, screenshots).
7. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified M/WBEs.
8. Copies of responses to your solicitations received by you from certified M/WBEs.
9. A description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
10. Documentation of any negotiations between you and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
11. Any other information you deem relevant which may help us in evaluating your request for a waiver.

12. The name, title, address, telephone number, and email address of your representative authorized to discuss and negotiate this waiver request.
13. Copy of notice of application receipt issued by Empire State Development (ESD), if subcontractors are not certified M/WBE, but an application has been filed with ESD.

### **Service-Disabled Veteran-Owned Businesses Participation**

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees, to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology, in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. To find the updated list of certified SDVOB vendors, grantees should reference this directory at the following link: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)

To discuss additional methods of obtaining participation by SDVOBs on your contracts, or for assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov), or the DOS Division of Affirmative Action Programs – SDVOB Program:

Maria C. Herman  
Director, Affirmative Action Programs  
Phone: 518-473-3401  
[Maria.Herman@dos.ny.gov](mailto:Maria.Herman@dos.ny.gov)

Api Ohouo  
Minority Business Specialist 1  
Phone: 518-473-2298  
[Api.Ohouo@dos.ny.gov](mailto:Api.Ohouo@dos.ny.gov)

### **4.30 Project Administration**

If an applicant is awarded a grant, the project must be managed in accordance with the terms and conditions of the state contract. In addition, contractors must follow state and local procurement policies. Failure to render satisfactory progress or to complete the project to the satisfaction of the state may be deemed an abandonment of the planning project and may cause the suspension or termination of any

financial obligation of the state. Satisfactory progress includes, but is not limited to, execution of the state contract and submission of all necessary documents for execution by the state, submitting timely payment requests in accordance with the payment schedule in the state contract, completing satisfactory work products, and other tasks identified in the approved state contract.

#### **4.40 Schedule of Payments**

The Countywide Resiliency Plan Grant program is a reimbursement program. Expenses incurred on or after the contract start date are eligible for reimbursement provided that the applicant has an executed state contract with the Department of State. Expenses incurred prior to the start date of the state contract cannot be reimbursed. Requests for reimbursement may be submitted at 30 day intervals. The grant contractor may be required to submit payment requests every six months.

#### **4.50 Required Reports**

Each planning project must achieve results that substantially meet the objectives outlined in the approved work plan. Project close-out requires completion of activities outlined in the state contract and all deliverables identified in the work plan. Department of State staff will monitor each grant-funded planning project, and will review interim and draft products, and make site visits during the course of the planning project to determine the rate and quality of progress. Notification of meeting schedules and submission of photos and other media will be required.

#### **4.60 General Specifications**

1. By signing the “Application Form” each applicant attests to its express authority to sign on behalf of the applicant and to the accuracy of the information contained therein. Applications containing false or inaccurate information may be disqualified upon verification of information by the Department of State (Department).
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of any application indicates the applicant’s acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract.
4. Provisions upon default:
  - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA

b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice of the fact and date of such termination to the applicant

c. If, in the judgment of the Department, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice of the fact and date of such termination to the contractor. In such case, the contractor shall receive equitable compensation for such services as shall, in the judgment of the Department, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work in which the contractor was engaged at the time of such termination, subject to audit by the State Comptroller

5. The Department reserves the right, including but not limited, to:

a. Reject any or all applications received in response to this RFA

b. Withdraw the RFA at any time, at the agency's sole discretion

c. Make an award under the RFA in whole or in part

d. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of the RFA

e. Seek clarifications and revisions of applications

f. Use proposal information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA

g. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available

h. Prior to the application due date, direct applicants to submit proposal modifications addressing subsequent RFA amendments

i. Change any of the scheduled dates

j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders

k. Waive any requirements that are not material

- l. Negotiate with applicants responding to this RFA within the scope of the RFA to serve the best interests of the State
  
- m. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State.
  
- n. Utilize any and all ideas submitted in the proposals received
  
- o. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of the solicitation
  
- p. Waive or modify minor irregularities in applications received
  
- q. Not to fund an application that fails to submit a clear and concise work plan or budget
  
- r. Adjust or correct cost figures with the consent of the applicant if errors exist and can be documented to the satisfaction of the Department of State and the State Comptroller.
  
- s. Award grants based on geographic or regional considerations to serve the best interests of the state.
  
- t. Award more than one contract resulting from this RFA.
  
- u. In its sole discretion, determine the total number of awards to be granted pursuant to this RFA.

**4.70 Satisfactory Progress**

It is imperative that the grant recipient complete the planning project as set forth in the agreed upon work program and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, reports, or other tasks identified in the work program within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant planning project. Applicants should not submit applications if they do not expect to initiate the planning project within a reasonable time period after receiving an executed contract and will not be able to complete the planning project within the time period cited in the application.