Contract C 000873

ATTACHMENT A-1

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Agency-Specific Terms and Conditions

1. **DEFINITIONS.**
   a) DHSES refers to the New York State Division of Homeland Security and Emergency Services.
   b) FEMA refers to the Federal Emergency Management Agency.
   c) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program: but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. The Subrecipient may also be referred to as the "Contractor," "Sub-Applicant," or "Sub-grantee" as defined in the Master Contract, the grant application which gave rise to this contract, or any other state or Federal laws, rules or regulations which govern this agreement.

2. **NOTICE.** Pursuant to Section I, paragraph J of the Master Contract, all notices shall be in writing and shall be addressed to:
   a) For the State:
   Hazard Mitigation Program
   4th Floor
   1220 Washington Ave. Bldg.7A
   Albany, NY 12226

   b) For the Subrecipient:
   (See contract face page)

3. **VENDOR RESPONSIBILITY (Required for all contracts that equal or exceed $100,000).**
   a) Pursuant to Section IV, paragraph B, subparagraphs 3 & 4 of the Master Contract, and in accordance with State Finance Law §163(9)(f) and Executive Order 192, prior to entering into an agreement with a contractor, Subrecipient must require each contractor to submit a Vendor Responsibility Questionnaire so that DHSES may determine whether the proposed contractor is a responsible vendor. If the Subrecipient's contractor enters into a contract with a subcontractor that equals or exceeds $100,000, that subcontractor must also submit a Vendor Responsibility Questionnaire.
   b) Whenever a Subrecipient contractor or subcontractor is required to submit a Vendor Responsibility Questionnaire, said contractor or subcontractor must comply with Section IV, paragraph N of the Master Contract.
   c) Subrecipient shall include the Vendor Responsibility provisions found in in Section IV, paragraph N of the Master Contract in all contracts that equal or exceed $100,000, and shall be responsible for contractor and subcontractor compliance.

4. **FINAL PAYMENT.**
   a) Project Grants- Final payment will not be made until all grant requirements have been met.
   b) Planning Grants- Final payment will not be made until the plan has been adopted by 50% or more of the participating local jurisdictions within the approved multi-jurisdictional planning area.

5. **NEW YORK STATE HAZARD MITIGATION PLANNING STANDARDS (Applicable to Planning Grants only).** Subrecipient must meet requirements as outlined in the New York State Hazard Mitigation Planning Standards as identified and scoped in your approved application (attached).

6. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Subrecipient certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non- Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

   Subrecipient further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Subrecipient agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Subrecipient also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

   During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHSES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Subrecipient in default.

   DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

7. **ENERGY EFFICIENCY.** The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. **PERSONALLY IDENTIFIABLE INFORMATION.** All Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

9. **BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000).** The Subrecipient shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Subrecipient shall comply with the following minimum bonding requirements:

   a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
   b) A performance bond on the part of the Subrecipient for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Subrecipient's obligations under such contract.
   c) A payment bond on the part of the Subrecipient for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.