

REQUEST FOR QUALIFICATIONS: AS NEEDED CONTRACTOR SERVICES

INTRODUCTION

The Sullivan County Land Bank Corporation (SCLBC) is issuing this Request for Qualifications (RFQ) for competent Contractors to provide contractor services for the SCLBC. It is anticipated that the SCLBC will appoint one or more Contractors to act in this capacity. Such appointment will be subject to termination by the SCLBC at any time.

The Contractor(s) to be engaged pursuant to this invitation will be charged with assisting the SCLBC in matters relating to the rehabilitation of SCLBC owned properties, including, but not limited to demolition, structural stabilization, repair and replacement of roofing, spot masonry repair. Such work shall be undertaken by the engaged Contractor(s) in compliance with all applicable laws and regulations.

Should your response be selected to perform services, your firm will be required to enter into a standard contract with the SCLBC. Provisions in the standard SCLBC contract include, but are not limited to, indemnification, insurance provisions, reporting, confidentiality, fee(s) to perform the work, termination clause and compliance with law provisions. Should the Contractor be awarded a contract, such contract shall be subject to SCLBC appropriations. **The term of the contract shall be for an initial two (2) year period with the SCLBC having an exclusive option to extend the term of the contract for up to three (3) additional one (1) year terms.**

The SCLBC will not guarantee any minimum level of activity or business. No exclusive rights are, or are intended to be, granted pursuant to any award under this request and the agreement(s) with the provider(s) of service(s) shall be only for services for such matters as the SCLBC, in its sole discretion, shall deem appropriate.

In order to submit a response, please read and comply with all Sections of this document and submit an original and two (2) copies of your response to:

SULLIVAN COUNTY LAND BANK
c/o SULLIVAN COUNTY DIVISION OF PLANNING
100 NORTH STREET, MONTICELLO, NY 12701

The deadline for submissions shall be 4 p.m. on Friday, November 3, 2017. Late submissions will not be accepted.

This RFQ shall not create a legal obligation on the part of the SCLBC or any respondents. The SCLBC reserves the right, in its sole discretion, to amend, suspend, terminate or reissue this RFQ, in whole or in part, at any stage. The SCLBC shall not be liable to respondents for any costs incurred in connection with the RFQ process. Submissions shall be deemed property of the SCLBC.

BACKGROUND/CONTEXT

The SCLBC was incorporated in February of 2017 and is working with approximately thirteen (13) residential properties in need of varying levels of demolition and rehabilitation. The SCLBC has been awarded a \$920,000 grant for the acquisition, assessment, and rehabilitation or demolition of properties in Sullivan County, with an initial focus on Monticello and Liberty, New York. Properties that are not slated for demolition will be stabilized and returned to the market.

More information on the Land Bank, including its adopted procurement policy, is available at www.sullivancountylandbank.org

The SCLBC is currently looking to take ownership of approximately 13 properties. This is not a representation of SCLBC's continued ownership of property as SCLBC is consistently acquiring and conveying real estate.

The selected Contractor(s) shall perform this work in strict accordance with the specifications and all applicable laws for construction projects. The Contractor(s) shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the completion of typical repair and reconstruction of buildings for rehabilitation as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by SCLBC. All work performed shall be in strict accordance with any applicable regulations and laws.

The Contractor(s) shall be responsible for filing of project work permits and applicable fees to the appropriate agencies concerning this project.

The Contractor(s) shall be responsible for (i) completing projects per the developed specific work scope for each building, (ii) repairing all building components essential for the structural stability of the building, but not limited to, roofing, roof structure, load bearing walls, etc.; (iii) all demolition required to access work areas identified in scope of work and on associated drawings; (iv) alerting SCLBC of any concealed conditions that are exposed and require additional work. The Contractor(s) shall not initiate work on those areas without a written notice to proceed.

The Contractor(s) shall conduct working during "normal" working hours, Monday through Friday 8:00 A.M. to 5:00 P.M. and/or as defined by SCLB and shall not include Federal and or State Holidays. Upon written approval from the SCLBC, the Contractor may work past these hours. The Contractor(s) shall incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: site preparation activities, custodial/staffing labor, overtime, mobilizations, etc.

Any buildings turned over to the Contractor(s) shall be in "AS IS" condition. The Contractor(s) shall be responsible for coordinating the provision of electricity and water supply with SCLBC. The Contractor(s) shall be responsible for the location of waste containers, of which shall be subject to the approval of the SCLBC.

RESPONSE EVALUATION

The SCLBC shall apply the following evaluation criteria in selecting a Contractor(s) with whom to commence contract negotiations. Such criteria are not listed in order of importance. The SCLBC reserves the right to weight its evaluation criteria in any manner it deems appropriate.

- Contractor's demonstrated capability and experience to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Contractor's financial ability to provide the services.
- Evaluation of the Contractor's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Contractor has submitted a complete and responsive submission as required by this RFQ.
- An evaluation of the Contractor's projected approach and plans to meet the requirements of this document.

TERM OF QUALIFICATION

The SCLBC will retain the list of qualified responders for a period of two years with the SCLBC having an exclusive option to extend the term of the contract for up to three (3) additional one (1) year terms.

SUBMISSION REQUIREMENTS

RFQ responses must be submitted both via hard copy and e-mail copy to planning@co.sullivan.ny.us.

Each respondent shall submit an original plus two (2) copies of the response following documents in a clear, legible, 12-point font, and 8.5 by 11 inch format. Responses that have not been submitted via both hard copy and e-mail may not be considered. Telephone or facsimile responses will not be accepted. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFQ will be cause for rejection of submittals.

The SCLBC reserves the right to seek additional information to clarify responses to this RFQ. Each response must include the following documents and information assembled in the order provided below. Failure of Contractors to follow the requested format may be sufficient grounds for their submissions to be considered by the SCLBC non-responsive and to be rejected.

- Submissions received prior to the deadline shall be accepted. Late submissions will not be accepted.
- No response will be accepted from nor any agreement awarded to any Contractor that is in arrears upon any debt or in default of any obligation owed to the SCLBC or the County of Sullivan. Additionally, no agreement will be awarded to any Contractor that has failed to satisfactorily perform pursuant to any prior agreement with the SCLBC or the County of Sullivan.

A. Transmittal Letter. The transmittal letter should be on the letterhead of the Contractor. It should be signed by a person authorized by the Contractor to make a binding response and set forth that that “this submission constitutes a valid, binding and continuing offer at the prices set forth in the submission for the term of the agreement for acceptance of responses as set forth herein.”

B. Specific Questions. The Contractor should, for the convenience of the selection committee and the consistent evaluation of replies, address the following questions on the attached:

- Qualification Response Sheet;
- Schedule A – MWBE Questionnaire; and
- Schedule B – Required Disclosure Form.

CONTRACTOR PROFILE

Please provide a profile of the Contractor including:

- a) The address(es) of the Contractor and the total number of partners and employees.
- b) The location of the office(s) from which the work is to be managed and the number of partners and staff employed at the office(s).
- c) A brief history of the business, including length of time in operation.
- d) A description of the business’s general practice areas, why your business should be selected and what makes you unique.

Please provide the names of the partners and employees who would be assigned to the SCLBC and give a brief description of each person’s experience.

Please list your concurrent material engagements and outstanding current projects that could impact the availability of the individuals listed in (4) above.

Do you “sub-contract” any work relating to its services? If so, what are the names and addresses of these businesses? Describe in detail the experience these businesses have had with similar projects.

The minimum insurance requirements for SCLBC are detailed below under Other Requirements, Item B, and are required to meet the minimum qualifications if selected. Please detail how you will comply with these requirements.

REFERENCES

List the names of the governmental and quasi-governmental entities in New York State for which you have provided contractor services. Please provide references, with the name of the contact person, address and telephone number, to at least one of these entities. If you have not performed work for governmental and quasi-governmental entities in New York State, provide at least two references for relevant projects.

FEE STRUCTURE & BILLING ARRANGEMENT

If Contractor has discounted rates for quasi-governmental entities such as the SCLBC, please provide these rates. Please provide us with your proposed fee and billing arrangements.

We are seeking basic information about how pricing is determined by your business and any typical unit costs utilized in calculating proposals for different types of work.

MWBE QUESTIONNAIRE – Use Schedule A

What proportion of your partners and associates are minorities? What proportion are woman? Describe your affirmative action program. Be sure to fill out Schedule A.

OTHER REQUIREMENTS

A. Legal Understanding

Please take notice, by submitting your qualifications, Contractor agrees to and understands:

- That any responses, attachments, additional information, etc. submitted constitute merely a suggestion to negotiate with the SCLBC;
- Submission of a response, attachments, and additional information shall not entitle the Contractor to enter into a service agreement with the SCLBC for the required services;
- By submitting a response, the Contractor agrees and understands that the SCLBC is not obligated to respond to the submission, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-responses, negotiations or any communications received by a Contractor, its officers, employees or agents from the SCLBC, its officers, employees or agents, shall not be binding against the SCLBC, its officers, employees or agents unless and until a formal written agreement for the services is duly executed by both parties and approved by the SCLBC Board of Directors, as necessary.

In addition to the foregoing, by submitting a response, the Contractor also understands and agrees that the SCLBC may at its sole discretion exercise, the following rights and options, except to the extent restricted by applicable law to:

- reject submissions that do not conform in all material respects with this document or meet the minimum evaluation criteria;
- reject all submissions;
- issue additional solicitations for qualifications and/or amendments;
- waive any irregularities in submissions received after notification to all Contractors;
- negotiate for amendments or other modifications to submissions;
- conduct investigations with respect to the qualifications of each Contractor;
- exercise its discretion and apply its judgment with respect to any aspect of this document, the evaluation of submissions, and the negotiations and award of any contract;
- enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the submissions with one or more of the Contractors;
- select the submissions that best satisfies the interests of the SCLBC and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- SCLBC has the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Contractor is a responsible vendor;
- SCLBC assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any submission.

B. Insurance Requirements

Successful Contractor(s) shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

1. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
2. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits 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.

3. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Land Bank shall be named as an additional insured on the policies required by this paragraph.

Successful Contractors shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank. All insurance required shall be primary and non-contributing to any insurance maintained by the Land Bank. Successful Contractors shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. Successful Contractor(s) agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

C. Indemnification

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

D. Non-Collusive Certification

By submission of this RFQ, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of "sub-contractors" certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this submission 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 contractor or with any competitor; and
2. Unless otherwise required by law, the price list included and payment arrangements specified have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

E. MWBE Promotion

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

F. Affirmative Action

As required by Executive Law § 312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land

Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, 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.
3. The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold 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

G. Non-Discrimination Policy

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

H. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All Contractors must disclose with their responses the name of any officer, director or agent who is also an employee of the SCLBC. Further, all Contractor's must disclose the name of any SCLBC officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the Contractor or any of its subsidiaries or affiliates. To avoid conflicts of interest and the appearance of impropriety, the Contractor shall be required to complete the Disclosure Form attached hereto.

I. Miscellaneous Requirements

1. The Land Bank will not be responsible for any expenses incurred by any Contractor in preparing or submitting a response. All responses shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.
2. The contents of the response submitted by the successful Contractor(s) and this RFQ may become part of the contract for these services. The successful Contractor(s) will be expected to execute said contract with the Land Bank.

3. Responses shall be signed in ink by the individual or authorized principal of the responding party.
4. The Land Bank reserves the right to reject any and all responses received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.
5. The selected Contractor(s) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank.

SELECTION PROCESS

Responses will be reviewed by SCLBC staff and Board members consistent with SCLBC policies. Contract(s) shall be awarded to Contractor(s) whose response(s) are the most qualified in accordance with the submittal requirements set forth in the RFQ. There will be no guarantee of assignments to anyone in the qualified candidate pool. The particulars of the assignment and fee costs will determine the best candidate for any assignment.

QUESTIONS

Questions regarding this RFQ should be submitted in writing via email to: planning@co.sullivan.ny.us

The last date to submit questions regarding the RFQ is November 1, 2017 at 4:00 PM

SUBMITTAL DUE DATE

Responses to this RFQ are due by 4:00 pm on November 3, 2017.

Each Respondent is responsible for labeling the exterior of the sealed envelope containing the response with the RFQ name and number, due date and time and Contractor's name. Hard copies must be delivered to:

Sullivan County Land Bank Corporation
c/o Sullivan County Division of Planning
100 North Street
Monticello, NY 12701

Responses to this RFQ must also be e-mailed to: planning@co.sullivan.ny.us

Qualification Response Sheet

Please fill this out and submit with your response and other required material.

CONTRACTOR PROFILE

Business Name: _____

Business Address: _____

Contact Person: _____

Number of Employees: _____ Years in Operation: _____

Business Description (*history of Contractor, general practice areas description, Contractor uniqueness*)

Do you have current workloads that would hinder accomplishing work in a timely manner? Y N
If yes, please explain.

Do you anticipate hiring “sub-contractors” for any work related to this project? Y N
If yes, please name the Contractors and explain relationship.

Do you meet the minimum qualifications for insurance? Y N
If no, explain how you would meet them if selected.

REFERENCES (*List at least one governmental/quasi-governmental entities in New York State you have provided contractor services and at least 2 other references*)

ATTACHMENTS

- Fee Structure and Billing Arrangements
- Certification
- Certificate of Authority, if applicable
- Schedule A – MWBE Questionnaire
- Schedule B – Required Disclosure Form

Name: _____ Signature: _____

Date: _____

Certification

The undersigned agrees and understands that this response and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the SCLBC. Submission of a response, attachments, and additional information shall not obligate or entitle the Contractor to enter into a service agreement with the SCLBC for the required services. The undersigned agrees and understands that the SCLBC is not obligated to respond to this response nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all responses and negotiations shall not be binding or valid against the SCLBC, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the SCLBC and approved by the SCLBC Board of Directors.

It is understood and agreed that the SCLBC reserves the right to reject consideration of any and all responses including, but not limited to, responses which are conditional or incomplete.

It is represented and warranted by those submitting a response, that except as disclosed in the response, no officer or employee of the SCLBC is directly or indirectly a party to or in any other manner interested in a response or any subsequent service agreement that may be entered into.

Name: _____ Signature: _____

Date: _____

Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Date: _____

Notary Public

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

_____ Date: _____

Notary Public

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, _____ (Officer other than officer signing contract) certify that I am the _____ (Title) of the _____ (Name of Corporation) a corporation duly organized and in good standing under the _____ (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that _____ (Person executing agreement) who signed said agreement on behalf of the _____ (Name of Corporation) was, at the time of execution _____ (Title of such person) of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Name: _____ Signature: _____

Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: _____

**CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY**

I, _____ (member or manager other than person executing the agreement), certify that I am a _____ (member/manager) of _____ (Name of Limited Liability Company) (the "LLC") duly organized under the Laws of the State of _____ (Name of State) ; that _____ (Person Executing Agreement) who signed said Agreement on behalf of the LLC was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

Name: _____ Signature: _____
Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public Date: _____

**CERTIFICATE OF AUTHORITY
(PARTNERSHIP)**

I, _____, (Partner other than Partner signing contract) certify that I am a General Partner of _____ (Name of Partnership), a partnership duly organized under _____ (Law under which partnership is organized), and named in the foregoing Agreement; that _____ (Partner Executing Agreement) who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said Contractor for the purposes therein mentioned.

Name: _____ Signature: _____

Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____ and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date: _____

SCHEDULE "A"
**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF
COLOR OR WOMEN**

(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)

As part of the SCLBC's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in SCLBC contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No Yes (as a MBE) Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 No Yes

Name of Contractor/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "B"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO SCLBC

(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)

Name of Contractor: _____

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the SCLBC also an officer or employee of the SCLBC, or the spouse, or the child or dependent of such SCLBC officer or employee?

Yes No

If yes, please provide details:

B. Related Owners:

1. If you are the owner, are you or your spouse, an officer of the SCLBC?

Yes No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a SCLBC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the SCLBC or otherwise. For the purpose of this chapter, a SCLBC officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the SCLBC;
- ii. A Contractor, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the Contractor or in any Contractor that will be used for this contract?

Yes No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: _____

Title: _____

Date: _____