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Monticello, NY 12701
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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 providing quotes and estimates to 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 qualifications meet the SCLBC requirements, your firm will be used to solicit bid responses on larger scaled projects and to obtain quotes for smaller scale projects. If your firm is 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 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, January 25, 2019. 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 has acquired residential properties in need of varying levels of demolition and rehabilitation. The SCLBC has funding available 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 in possession of approximately 22 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, including licenses and certifications to provide such 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 RFP.
- 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 by hard copy but an electronic version may also be submitted to: info@sullivancountylandbank.org

Each respondent shall submit an original of the response in a clear, legible, 12-point font, and 8.5 by 11 inch format. Responses that have not been submitted via both hard copy may not be considered. Email responses will only be accepted if accompanied by a hardcopy response. 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 RFP will be cause for rejection of submittals.

The SCLBC reserves the right to seek additional information to clarify responses to this RFP. 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

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

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 proposal, 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 proposals 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. The policy must cover Section 240 & 241 of the Labor Law, also known as the Scaffolding Law.
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.
4. Environmental Pollution Liability in an amount not less than One Million Dollars (\$1,000,000.00) limit to new construction projects or demolition.

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 RFP, 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 RFP. Emphasis should be on completeness and clarity of content.

2. The contents of the response submitted by the successful Contractor(s) and this RFP 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:

info@sullivancountylandbank.org

The last date to submit questions regarding the RFP is January 18, 2019 at 4:00 PM

SUBMITTAL DUE DATE

Responses to this RFP are due by 4:00 pm on January 25, 2019.

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 may also be e-mailed to: info@sullivancountylandbank.org

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.

_____ Date: _____

Notary Public

**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 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.

_____ Date: _____

Notary Public

**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 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.

_____ Date: _____

Notary Public

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: _____

SAMPLE CONTRACT

This Contract(the "Contract") is made as of this ____day of _____, 20____ by and between the **Sullivan County Land Bank Corporation**, a New York not-for-profit corporation having an office for the transaction of business at c/o Division of Planning, 100 North Street, Monticello, NY 12701 (the "Land Bank") and _____, (type of business, having an address for the transaction of business at _____ (the "Contractor").

RECITALS

WHEREAS, the Land Bank is the owner of certain parcels of real property situated in the County of Sullivan, State of New York as set forth on **Schedule A** attached hereto and incorporated herein (individually a "Property" or collectively "Properties"); and

WHEREAS, the Land Bank desires to engage the Contractor to provide certain services, as provided in **Schedule B**; and

WHEREAS, the Contractor has agreed to provide such services in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of Work.

The Contractor hereby agrees to perform and complete the work set forth in the Scope of Work attached hereto and incorporated herein as **Schedule B** with respect to each Property and to comply with and/or perform all other requirements, duties, and obligations imposed on the Contractor under this Contract (collectively, the "Work"). All work shall be carried out in compliance with all applicable laws, regulations, rules and codes. The Contractor shall commence the Work within fifteen (15) days following the execution of this Contract by both parties. The Contractor shall provide the Land Bank with at least twenty-four (24) hours' notice prior to commencing the Work at each Property.

2. Time for Completion.

The Contractor shall complete the Work within a reasonable time and within any timeframes later established by the Owner. The Contractor will at all times exert its best efforts to complete the Work at the earliest possible time.

3. Payment.

(a) The Land Bank shall pay the Contractor for all Work and all of the Contractor's duties and obligations of every kind whatsoever under this Contract at the hourly rates set forth in **Schedule C** and invoiced monthly throughout the term of the project for Work completed and itemized. Payment will be made after approval by the Land Bank or its agents that all invoiced Work has been completed by the Contractor. Unless otherwise agreed in accordance with paragraph 4 herein, the Contractor shall not be

paid more than Ten Thousand Dollars (\$10,000.00) for all of the Work required hereunder (the "Maximum Payment").

(b) No payment shall be made for any Work that is partially completed on a Property or Properties. If the Contractor fails or neglects to properly and timely complete the Work at any Property or Properties, the Land Bank, without prejudice to other remedies, shall have the right, upon three (3) days written notice to the Contractor, to hire a contractor to secure the site and/or, correct deficiencies in the Work at the Contractor's sole cost and expense. In the event of an emergency, the Land Bank may hire a replacement contractor without notice to the Contractor. The Land Bank may deduct the reasonable costs of the replacement contractor's work, together with the Land Bank's expenses made necessary by the Contractor's neglect or failure, from any payments then or thereafter due to the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Land Bank. If all such amounts are not promptly paid by the Contractor, the Land Bank may avail itself of all legal and equitable remedies to recover such amounts from the Contractor, including applicable interest. If the Land Bank substantially prevails in an action or proceeding to recover such amounts, the Contractor shall pay the Land Bank's reasonable attorney's fees and costs.

(c) The Contractor shall perform all Work as required under this Contract without additional compensation, notwithstanding whatever obstacles or conditions, foreseeable or unforeseeable, may arise or be encountered, subject to approved changes to the Contract Price in accordance with Section 4.

4. Changes to the Work and the Contract Price. Changes in the Work planned and specified in this Contract and changes to the per Property price or the Maximum Payment shall be made only by written agreement or change order signed by both parties. If the Contractor encounters an unanticipated condition or obstacle which will increase the cost of completing the Work, such as the existence of a Hazardous Substance (as such term is defined herein), the Contractor may request an increase in the per Property price and the Maximum Payment. Any claim by the Contractor for an increase in the per Property price and the Maximum Payment shall require written notice delivered by the Contractor to the Land Bank stating the reason for the addition cost and providing a detailed budget for such increase. The Land Bank has the sole and exclusive authority to approve any changes in the scope and nature of the Work and any increases in the per Property price and the Maximum Payment.

5. Term. The Term of this Contract shall commence on the date first set forth above and shall end after all Work is completed and approved by the Land Bank, unless sooner terminated as provided for herein.

6. Land Bank's Right to Stop Work.

If the Contractor fails to correct Work that does not meet the requirements of the Contract or fails to carry out Work in accordance with the Contract, the Land Bank may stop the Work, or any portion thereof, until the cause for such stoppage has been eliminated or remedied by the Contractor. The right of the Land Bank to stop the Work shall not require the Land Bank to exercise this right for the benefit of the Contractor or any other person or entity.

7. Termination for Cause.

This Contract may be terminated by either party for cause if the other party is in material breach of its obligations under this Contract and such breach continues unremedied for more than seven (7) days after the defaulting party receives written notice stating the specific item or items of material breach under this Contract from the other party. In addition, and without limiting the foregoing, the Land Bank may terminate this Contract for cause if the Contractor fails to supply enough properly skilled workers with proper materials; fails to make required payment to vendors or subcontractors for materials or labor; or disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority. In the event the Land Bank terminates this Contract for cause, the Contractor shall not be entitled to the payment of the Contract Price or any other compensation; the Contractor shall be excluded from the Land Bank's Properties; and the Land Bank may hire a replacement contractor to secure the Property, correct deficiencies in the Work and/or complete the Work at the Contractor's sole cost and expense, and the Land Bank shall have all other remedies as set forth in paragraph 3(b) above and all other legal and equitable remedies. The Land Bank may bar the Contractor from future work for the Land Bank.

8. Claims by the Contractor. If the Contractor has or believes it may have any claim against the Land Bank, whether for payment or any other reason, the Contractor is required to file a notice of claim with the Land Bank within thirty (30) days after the occurrence of the event giving rise to the claim. The notice of claim shall set forth the date and facts giving rise to the claim and the dollar amount of the claim. The notice of claim must be filed with the Land Bank at the address set forth above, either personally or by certified mail, or at such other address provided by the Land Bank in writing to the Contractor. The timely filing of a proper notice of claim shall be a condition precedent to the commencement of litigation by the Contractor against the Land Bank. The failure by the Contractor to timely file a proper notice of claim shall be a complete bar against any such litigation or liability of the Land Bank.

9. Labor, Materials, and Equipment.

The Contractor shall provide and pay for all labor, materials, and equipment necessary to complete the Work in accordance with this Contract and all applicable laws and regulations.

10. Quality of Work/Warranty.

The Contractor warrants to the Land Bank that (i) all materials to be supplied by the Contractor shall be new, of good quality and free of substances prohibited by law, unless otherwise expressly stated in writing by the Land Bank; and (ii) the Work shall be performed in a good, proper and workmanlike manner and in accordance with all applicable manufacturer's guidelines and instructions, applicable laws, rules and regulations, and applicable industry standards. Contractor further warrants to the Land Bank that, for a period of one (1) year after acceptance of the Work by the Land Bank, the Contractor shall promptly and without cost to the Land Bank reconstruct, replace, repair and correct any defect or deficiency in the workmanship or in the materials supplied. This Contractor's full and unlimited warranty applies to all workmanship and

materials, whether provided or supplied by Contractor, subcontractor or others. This paragraph shall survive termination or expiration of this Contract.

11. Securing and Maintaining the Property.

The Contractor is solely responsible for making sure that the Property and any equipment, tools, and materials in or on the Property are secured continuously until all Work is completed.

12. Safety.

(a) The Contractor agrees to comply with all applicable federal, state and local laws, rules, codes and regulations, including but not limited to applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), as amended and/or any other state or federal agencies in the performance of any work under this Contract. The Contractor further agrees to comply with all safety provisions contained in statues, rules, codes and regulations of the State of New York. The Contractor also agrees to comply with any additional safety and health measures as are determined to be reasonably necessary by the Land Bank. The Contractor shall take proper dust abatement measures.

(b) Without limiting the foregoing, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions required or appropriate in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (i) all employees and other persons who may be affected by the Work; (ii) the Work and the materials and equipment to be incorporated therein; and (iii) real property and personal property at the site or adjacent thereto, including but not limited to structures, roadways, sidewalks, pavements, utilities, trees, shrubs and lawns. The Contractor shall take all reasonable precautions to protect and prevent injury or damage to pedestrians and motor vehicles and their occupants, including traffic control.

13. Property Damage or Loss.

The Contractor shall promptly remedy damage or loss to the extent such damage or loss arises, in whole or in part, directly or indirectly, from the act or omission of the Contractor, a subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. The Contractor shall promptly notify the Land Bank of any such damage or loss.

14. Assumption of Risks.

The Contractor acknowledges that it has completed a thorough inspection of each property prior to commencing Work. The Contractor expressly assumes the risk of delays, obstacles, conditions (whether foreseeable or unforeseeable), and unanticipated costs and damages, associated with completing the Work in accordance with the terms and conditions of this Contract, subject to extensions of time for excusable delays, as determined by the Land Bank, and approved increases of the Contract Price. The Contractor expressly waives any and all damages for delay. The Contractor expressly and voluntarily assumes the risk of any and all environmental, dangerous, or hazardous conditions, including Hazardous Substances (as such term is defined below) or conditions caused by Hazardous Substances, encountered while performing the Work or arising out of the disposal, sale, donation, transportation, recycling, repurposing, or

re-use of the materials removed from the Property. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq), Articles 15 and 27 of the New York Environmental Conservation Law, and the regulations promulgated thereunder or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

15. Release and Waiver.

The Contractor does hereby release and forever discharge and hold harmless the Land Bank and its officers, members, directors, agents, independent contractors, and employees, and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Contractor's entry on, in, or upon the Property; the performance of the Work by the Contractor, all subcontractors and their employees, contractors and agents, the removal, disposal, sale, donation, transportation, recycling, repurposing, or re-use of any materials removed from the Property; or any future use by a third party of any materials removed from the Property (collectively, the "Activities"). The Contractor understands and acknowledges that this release and waiver discharges the Land Bank and its officers, members, agents, directors, independent contractors, and employees (collectively the "Releasees") from any liability of and claim against any and all Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by the negligence of the Releasee(s) or otherwise.

16. Disposal of Hazardous Substances.

If the Contractor handles Hazardous Substances, all Hazardous Substances shall be properly handled, transported, recycled or disposed of in accordance with applicable laws and regulations. Any air conditioners, refrigerators, or items that may contain refrigerants, and any items or materials containing mercury and/or any other harmful chemical shall be disposed of in accordance with applicable best practices and shall be handled and disposed of in accordance with applicable laws and regulations.

17. Permits and Licenses.

The Contractor shall obtain, at its sole cost and expense, all permits, authorizations, approvals, and licenses as required for the planning, performance, and completion of the Work in accordance with the requirements of the respective municipal agencies and other authorities having jurisdiction.

18. Compliance with Laws.

The Contractor shall comply with all federal, state, county, town, village and other applicable laws, ordinances, rules, and regulations, (together, "regulations") and all

orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. Such compliance shall include, but is not limited to, compliance with regulations regarding lead-based paint, asbestos containing material and other environmental and health risks.

19. Stormwater Management and Erosion Control.

If applicable, the Contractor shall comply with the New York State Department of Environmental Conservation stormwater management and erosion control regulations and best management practices.

20. Insurance.

The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance issued by an insurance company licensed to do business in the State of New York:

(a) Commercial General Liability ("CGL") 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. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the Land Bank's status as additional insured

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

(c) Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00).

(d) 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 subparagraphs (a), (b) and (c) above on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation or suspension to the Land Bank. The Contractor's policy may not contain any exclusion for New York Labor Law injury to any employees, whether employed by the Contractor or a subcontractor, or any other person performing any portion of the Work. The Contractor and his insurer shall waive all rights of subrogation against the Land Bank and all other Indemnified Parties, except with respect to Workers' Compensation insurance.

(e) Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor 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 Contractor entering the Property or commencing any Work.

(f) Environmental Pollution Liability Insurance coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence, if the Work involves environmental remediation of any kind.

21. Indemnification by the Contractor.

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, fines, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage (collectively, "Damages") arising, directly or indirectly, from (i) any breach of this Contract by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; (ii) any act or omission of the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; or (iii) the violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives or employees. This paragraph shall survive the termination or expiration of this Contract.

22. Independent Contractor Status.

In performing the Work, the Contractor is acting as an independent contractor. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

23. Subcontractual Relations.

The Contractor shall not contract with a proposed person or entity against whom the Land Bank has made reasonable and timely objection. By written agreement, the Contractor shall require each subcontractor to assume toward the Contractor all of the obligations and responsibilities, including responsibility for safety of the subcontractor's work, which the Contractor, by this Contract, assumes toward the Land Bank. Each subcontract agreement shall preserve and protect the rights of the Land Bank with respect to the Work to be performed by the subcontractor.

24. Assignment.

Neither the Contractor nor the Land Bank may assign this Contract without the prior written consent of the other party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

25. Miscellaneous Provisions.

- (a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.
- (b) Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.
- (c) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall

be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

(d) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract. This Contract supersedes all other agreements, if any, among the parties relating to the subject matter of this Contract.

(e) No modification, amendment, addition to, or termination of this Contract, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(f) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Any action or proceeding relating to this Contract will be brought in the Supreme Court of the State of New York in the County of Sullivan. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

(h) If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

(i) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(j) If any one or more of the provisions of this Contract shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Contract shall not be affected thereby.

26. Public Authority Provisions

(a) This contract may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

(b) By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto

certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of [section 165-a of the state Finance Law](#).

(c) All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto. All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this section shall not apply if the governing board or body of such public authority, in its discretion, determines that such provisions would result in unreasonable costs or that such steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

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

- (1)The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with any competitor; and
- (2)Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3)No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Sullivan County Land Bank Corporation Contractor

By: _____
Chair

By: _____
Title: Managing Member