

**MINORITY AND WOMEN-OWNED
BUSINESS UTILIZATION AND
SERVICE-DISABLED VETERAN-OWNED
BUSINESS AGREEMENT**

This **MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AGREEMENT** (“Agreement”) is entered into as of _____, 201_, by and among _____ (“General Contractor”), having a principal place of business at _____, _____, NY _____, and _____ (“Owner”), having a principal place of business at _____, _____, NY _____, and the _____ (“Agency”), a public benefit corporation having its principal place of business at _____.

W I T N E S S E T H:

WHEREAS, Owner has contracted with General Contractor to construct and/or rehabilitate a project known as _____ (“Project”) located in _____ County, New York; and

WHEREAS, the Project is to receive financing from the Agency (“Agency Financing”), and the Agency requires as a condition of its financing the meaningful participation of Minority and Women owned Business Enterprises and Service-Disabled Veteran-Owned Businesses in the development of Agency-financed projects;

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

(A) Minority or Minorities shall mean:

- (1) Black persons having origins in any of the Black African racial groups;
- (2) Hispanic persons of Mexican, Dominican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (3) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent, or the Pacific Islands;
- (4) Native American or Alaskan Native persons having origins in any of the original peoples of North America.

(B) Minority Business Enterprise (“MBE”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (1) At least fifty-one percent owned by one or more minority group members;
- (2) An enterprise in which such minority ownership is real, substantial and continuing;
- (3) An enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
- (4) An enterprise authorized to do business in this State and independently owned and operated.

(C) Women-owned Business Enterprise (“WBE”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (1) At least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
- (2) An enterprise in which the ownership interest of such women is real, substantial and continuing;
- (3) An enterprise in which women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
- (4) An enterprise authorized to do business in this State and independently owned and operated.

(D) Service-Disabled Veteran-Owned Business (“SDVOB”) shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (1) at least fifty-one percent owned by one or more Service-Disabled Veterans;
- (2) an enterprise in which such Service-Disabled Veteran ownership is real, substantial, and continuing;
- (3) an enterprise in which such Service-Disabled Veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (4) an enterprise authorized to do business in this state and is independently-owned and operated;
- (5) an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Service-Disabled Veterans’ Business Development of the New York State Office of General Services (“Director”), but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business

administration standards pursuant to 13 Code of Federal Regulations part 121 and any amendments thereto; and

(6) certified by the New York State Office of General Services.

(E) Service-Disabled Veteran shall mean:

(1) in the case of the United States army, navy, air force, marines, coast guard, army national guard or air national guard and/or reserves thereof, a Veteran who received a compensation rating of ten percent or greater from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service-connected disability incurred in the line of duty; and

(2) in the case of the New York guard or the New York naval militia and/or reserves thereof, a Veteran who certifies, pursuant to the rules and regulations promulgated by the Director, to having incurred an injury equivalent to a compensation rating of ten percent or greater from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service-connected disability incurred in the line of duty.

(F) Veteran shall mean a person who served in and who has received an honorable or general discharge from, the United States army, navy, air force, marines, coast guard, and/or reserves thereof, and/or in the army national guard, air national guard, New York guard and/or the New York naval militia.

**** For the Owner and/or the General Contractor's convenience, MWBE and SDVOB participation is captured on the forms or attachments enclosed herein.***

EQUAL BUSINESS OPPORTUNITY

A. Minority and Women-owned Business Enterprises will be provided with equal opportunities to participate in the development, design and construction and/or rehabilitation by performing work and providing goods and services in connection with this Project. To achieve this objective, the Agency has established participation goals applicable to the Project, based on applying the following percentages to "Total MWBE Eligible Costs", as calculated pursuant to the MWBE Project Cost Analysis included in Attachment No. 1 (Utilization Plan, CONST-1) attached hereto: **(1) ___% to minority business enterprises and (2) ___% to women-owned business enterprises.** The applicable percentage goals may be satisfied with MBE or WBE contracts relating to hard and/or soft costs of the construction or rehabilitation of the Project.

In order to monitor compliance with the requirements of this Agreement, prior to the funding of the Project, the Owner or General Contractor shall submit the information regarding MBEs, WBEs and SDVOBs participating in the development and construction and/or rehabilitation of the Project using Attachment No. 1 (Utilization Plan, CONST-1).

Owner's and General Contractor's good faith actions to achieve the goals set forth in this Agreement shall be evaluated in using the criteria set forth in Attachment No. 2 (Certification of Good Faith Efforts Guide, CONST-4) attached hereto.

B. In determining whether Owner and General Contractor have met the goals established herein, all contracts shall be considered, whether awarded directly by Owner or contractors of Owner or awarded by the General Contractor or subcontractors of the General Contractor. The following standards shall apply in determining the portion of the dollar value of any contract that can be credited to fulfilling the Project's Minority and Women-owned Business Utilization Goals:

1. All MBEs and WBEs must either be certified as such by the proper New York State government entity or have its certification status pending a final review.
2. Where the MBE or WBE is the contractor or where the contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.
3. Where the contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be that portion of the contract price which accrues to the MBE or WBE joint venture(s) under the joint venture agreement.
4. Where the MBE or WBE is a subcontractor, the value shall be the value of the work subcontracted to the MBE or WBE, provided that where the MBE or WBE acts solely as the conduit for work performed by or goods produced by a party not an MBE or WBE, only that portion of the price or fee which accrues directly to the MBE or WBE as profit or fee shall be included, and further provided that if the subcontractor is a joint venturer of further subcontracts, the standards established in (1), (2), and (3) hereof shall apply.
5. Where the MBE or WBE is a bona fide supplier, the value shall be the value of the materials purchased, provided that if the supplier is a joint venturer, the standards of (1), (2), and (3) hereof shall apply.

C. Owner and General Contractor will take the following actions to achieve the goals and shall further require their contractors, to the extent that the same have been selected, to do the same:

1. Actively and affirmatively solicit bids for contracts from qualified MBEs and WBEs, including circulation of solicitations to minority and women contractor associations.
2. Ensure that plans, specifications and request for proposals or other means of securing proposals for work to be performed will be made available in sufficient time for review by prospective MBEs and WBEs.

3. Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.
 4. Encourage, where economically and technically feasible, the formation of joint ventures, partnerships, or other similar arrangements among contractors to insure that the stated MBE and WBE goals are met.
 5. Utilize the Agency and other governmental agencies and their consultants, and contractor associations to prepare bid lists and provide other services that are required to fulfill the stated goals.
 6. Ensure that progress payments to MBEs and WBEs are made on a timely basis and with such frequency that undue financial hardship is avoided.
 7. Provide the Agency or its agents with a record of all bid solicitations and results thereof using Attachment No. 3 (Bid Solicitation Log, CONST-5) attached hereto.
- D. Each contract entered into for the Project shall provide that a failure to comply with any provisions of the contract relating to implementation of this Agreement will be deemed by Owner and General Contractor to be a default and that Owner and General Contractor have constituted the Agency as its agent, coupled with an interest, for the purpose of prosecuting such a default and seeking appropriate remedies. The Owner and/or General Contractor must demonstrate compliance with the Agreement by at least performing the following:
1. Owner and General Contractor will incorporate or cause to be incorporated its stated goals in every contract entered into regarding the Project, unless specifically exempted therefrom in writing by the Agency.
 2. Prior to executing any contract with a MBE or WBE which Owner or General Contractor expect to include in the calculations of participation by MBEs or WBEs, Owner or General Contractor will cause such entity to present evidence that it has received certification from the proper New York State government entity or that it has submitted, and is awaiting review, of its certification application.
 3. Owner or General Contractor will submit to the Agency's Office of Economic Opportunity and Partnership Development, or its designated agent, a copy (ies) of the executed contract(s) with all MBEs and WBEs and, in a form prescribed and/or approved by the Agency.
 4. Owner or General Contractor will submit to the Agency's Office of Economic Opportunity and Partnership Development, or its designated agent, on a quarterly basis using Attachment No. 4 (Affirmation of Income Payments, CONST-3) attached hereto and using Attachment No. 5 (Cumulative Pay Statement, CONST-2) attached hereto.

5. Owner and/or General Contractor will maintain detailed records of the actions that it has taken to achieve the established goals in such form as will enable the Agency to determine that Owner and General Contractor have indeed made such a good faith effort. Records shall include, but are not limited to, actions outlined in the previous section (C).
 6. Owner, General Contractor, and subcontractor(s) shall at all reasonable times make available to the Agency or its agents all materials and documents prepared in connection with this Agreement.
- E. The Owner and General Contractor shall comply with all provisions set forth in the Appendix A, entitled "Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures". In the event of any conflict or ambiguity between this Agreement and Appendix A, the provisions of Appendix A shall govern.
- F. The Owner and General Contractor shall make good faith efforts to contract with Service-Disabled Veteran-Owned Business (SDVOB), to the maximum extent practical and consistent with the requirements of Article 17-B of the New York State Finance Law and 9 NYCRR Part 252, to provide goods and services for the construction and/or rehabilitation of the Project. SDVOB can be readily identified on the directory of certified businesses at http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by representatives duly authorized to bind them, as of the day and year first above written.

OWNER:

_____,
a New York limited *[partnership][liability company]*

By: _____,
its *[General Partner][Managing Member]*

By: _____
[Name]
[Title]

GENERAL CONTRACTOR:

By: _____
[Name]
[Title]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by representatives duly authorized to bind them, as of the day and year first above written.

AGENCY:

By: _____

Approved by: _____
Vice President, Office of Economic Opportunity and
Partnership Development

APPENDIX A: Participation by Minority Group Members and Women with respect to State Contracts: Requirements And Procedures

I. General Provisions

- A. The Agency is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. General Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Agency, to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). General Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Agency hereby establishes an overall goal of ___% for Minority-Owned Business Enterprises (“MBE”) participation as set forth in Attachment 1 and ___% for Women-Owned Business Enterprises (“WBE”) participation as set forth in Attachment 1 (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A General Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>.
Additionally, General Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, General Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the General Contractor acknowledges that if General Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the General Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

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

because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The General 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 General Contractor's obligations herein.
- d. The General Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Staffing Plan

To ensure compliance with this section, the General Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. General Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, General Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report set forth in Attachment No. 6 (Monthly Employment Utilization Report, CONST 6) must be submitted to report this information.
2. Separate forms shall be completed by General Contractor and any subcontractor performing work on the Contract.
3. In limited instances, General Contractor may not be able to separate out the workforce utilized in the performance of the Contract from General Contractor's and/or subcontractor's total workforce. When a separation can be made, General Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from General Contractor's and/or subcontractor's total workforce, General Contractor shall submit the Workforce Report and indicate that the information provided is General Contractor's total workforce during the subject time frame, not limited to

work specifically under the contract.

- E. General Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. General Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The General Contractor represents and warrants that General Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. General Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix.
- C. General Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of General Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests, General Contractor should use a Waiver Request Form to be provided by the Agency.
- B. If the General Contractor, after making good faith efforts, is unable to comply with MWBE goals, the General Contractor may submit a Request for Waiver documenting good faith efforts by the General Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Agency, upon review of the Utilization Plan and updated Compliance Reports determines that General Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the General Contractor. The General Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE General Contractor Compliance Report

General Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the Agency by the fifth (5th) day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

[HFA Projects]

VII. Liquidated Damages - MWBE Participation

- A. Where Agency determines that General Contractor is not in compliance with the requirements of this Contract and General Contractor refuses to comply with such requirements, or if General Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, General Contractor shall be obligated to pay to the Agency liquidated damages.
- B. Such liquidated damages shall be calculated as follows:

In accordance with 5 NYCRR §142.13, General Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and HFA may withhold payment from the General Contractor as liquidated damages.

Such liquidated damages shall be an amount equal to the lesser of: (1) ten percent (10%) of the difference between (a) all sums identified for payment to MWBEs had the General Contractor achieved the contractual MWBE goals and (b) all sums actually paid to MWBEs for work performed or materials supplied under the contract; or (2) \$50,000 if the Agency Financing is less than \$20 million and \$100,000 if the Agency Financing is \$20 million or above.

- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, General Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the General Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

[HTFC Projects]

VII. Non-Compliance Clauses - MWBE Participation

Where Agency determines that General Contractor is not in compliance with the requirements of this Contract and General Contractor refuses to comply with such requirements, or if General

Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, General Contractor shall be obligated to pay to the Agency the outstanding amount by utilizing one or more of the following:

1. Any subsequent DHCR, HFA or HTFC approved project application may be subjected to increased MWBE Goals to account for the defaulted MWBE goal amount;
2. Any subsequent approved Low Income Housing Credit or State Low Income Housing Credit application(s) may be required to utilize MWBE firms for contracts or services until the required default amount has been satisfied;
3. Any such capital projects that are currently subject to regulations promulgated by DHCR, HFA or HTFC may be required to utilize MWBE Firms for contracts or services until the required default amount has been satisfied;
4. If applicable, Agency may retain a portion of the developers' fee as payment towards the outstanding defaulted MWBE amount.

Appendix Form 1 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization’s obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20____

By _____

Print: _____ Title: _____

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____