



INVITATION TO BID FOR PLUMBING BULK BID CONTRACT 2026-2027 AUTHORITY WIDE

The Rochester Housing Authority (RHA) is soliciting proposals for miscellaneous Licensed Plumbing work for properties owned by RHA throughout the Rochester, New York area. Minimum services and qualifications to be provided must meet those referenced in this RFP request package. The RHA reserves the right to reject any and all proposals and/or waive any informalities of bidding when it is determined to be in RHA's best interest to do so. Our intent is to create a "bulk contract" for a fixed period of time or dollars. This arrangement will allow RHA to facilitate multiple types of repairs with just one contract. We expect to use this contract for routine services and emergency repairs.

This contract will be awarded to the most qualified offeror based on the criteria put forth in this RFP. hourly wages are for a Licensed Plumber.

In addition, the Contractor must also supply their rates for all unit prices requested. RHA reserves the right to review these unit prices in relation to the RFP and may be negotiated.

The following conditions apply either in addition to, or in conjunction with any additional requirements set forth by the RHA in this package. The conditions, qualifications and requirements which follow apply specifically to the work being solicited in this package and are a part of this formal RFP. Offerors need to become fully acquainted with the rules, conditions, requirements, and specifications prior to submitting a bid. Unless otherwise specified, The RHA will hold all Offerors to the applicable conditions and requirements set forth within.

This work shall be provided on a requested basis until a not to exceed (NTE) figure of \$100,000 has been reached or one calendar year from the joint acceptance of this contract, whichever comes first, with a possible 4 renewals. RHA does not guarantee a minimum amount of service requests under this contract. The Contractor is responsible to ensure their services do not exceed the \$100,000 contract amount, to exceed this limit will be at the Contractors own risk.

All RFPs submitted shall be binding for a period of one year from the award of the contract. RHA may award more than one contract from this RFP.

Bid Deadline

The Rochester Housing Authority will receive Proposals until **Tuesday, August 25, 2026, at 11:00am.** All bids must be sent or dropped off at The Rochester Housing Authority, Procurement Office located at 495 Upper Falls Blvd., Rochester, NY 14605. Submitted prices shall remain in effect for 90 days past the RFP submission date.

Contact Information

Questions concerning bid requirements, or the scope of work may be directed to **Marisha Wilder:** mwilder@rochesterhousing.org.

Indefinite Quantities Contract

A job estimate for each service request will be created by an RHA representative. This estimate will be the maximum allowable cost for that job and must be agreed upon between the two parties prior to beginning each work request. RHA is not responsible for any additional costs above this amount, if they are not negotiated and approved in writing prior to the commencement of services. On called out after-hours work, a responsible RHA representative will contact the winning contractor, and a Not to Exceed purchase order will be made on the next business day. The winning bidder must provide RHA with the total cost of the job within 3-5 business days. If the work is not complete, then the winning contractor must call back the person responsible right away to inform them or the RHA representative for that site to follow up and explain what the situation is for not completing the work and the next course of action.

Material to be Supplied/Cost

It will be the Contractors responsibility to supply materials required to complete each task. RHA will provide the Contractor the minimum product specifications as needed per job. Additional material expenses must be pre-approved by the RHA representative prior to the start of the project. The Contractors time of sourcing, purchasing, pickup, and payments to vendors for material purchasing shall be factored into the hourly rates on the cost proposal form.

RHA may require the Contractor to submit copies of their invoices from the vendors with vendor name, location, telephone number, date of purchase, product description, model/part number, unit and total prices paid by the Contractor for material purchased for this contract. Material invoices shall be submitted with each Contractor payment request from RHA. Invoices shall only contain products used under this contract. Invoices shall easily reference each specific job under this contract. RHA shall be exempt for paying any sales tax.

RHA reserves the right to provide material for any specific job request.

RHA reserves the right to cancel this contract if RHA believes the Contractor is not paying a fair market price for Contractor supplied materials.

Availability

The Contractor must provide availability in advance when Contractor expected workload exceeds or vacations interrupts the possibility of services beginning within 48 hours before interruption to services.

Qualifications & Experience

Provide information on qualifications to perform this work as well as past experience providing similar services.

Requirements

The work must conform to applicable National, State, and Local building code standards and all other current applicable industry standards. Workers must be trained in and utilize all OSHA Safety standards.

All employees working under this contract must be paid the minimum HUD wage rates as indicated in the enclosed Wage Rate Determination.

The awarded Contractor will be responsible for all aspects of the specified work, including the disposal of all old and discarded materials resulting from their work, and all necessary work to return finishes of affected areas to original (or better) condition.

Prior to starting any work, the Contractor will be called or e-mailed and required to pick up a work order information package at the Zone office or confirm the information with the Building Maintenance Supervisor or BMS or an authorized RHA representative verbally. The package will contain the scope of work and pictures, if possible, location of job, start and finish dates.

If necessary, the Contractor will be required to meet with a BMS or an authorized RHA representative before work is to begin to review the scope of work to be performed and to determine the Contractors ability to perform the requested work and within the given time period. The Contractor will have 48 hours to confirm the price and completion dates. Upon approval, the Contractor will start and complete the work as agreed.

The work may take place at any RHA property as assigned. The Contractor must provide their staff with adequate equipment, tools, and standard materials in a timely manner in order to complete the requested services.

Any work deemed an emergency by RHA must be reviewed within 4 hours.

Any work called out after hour as an emergency either by RHA or its agents, night and weekend staff/contractor will need to be contacted with an estimated arrival time and addressed within 4 hours.

Any work called out after hours the winning bidder must address and then a Purchase Order will be generated on the next business day that RHA is open. Purchase orders will not be made when RHA is not open. We are open 8:00am- 4:30 pm Monday- Friday with most holidays off. After hours staff cannot make Purchase Orders. If the bidding company cannot address work without a Purchase Order first, we will move on to the next contractor. RHA will not provide a Purchase order on after hours call outs until the next business day.

Any after-hours work will go through the Night and Weekends staff, the on-call BMS or an authorized RHA official. No direct calls from any residents will be addressed or paid without approval from any of the above individuals first.

When there are multiple winning bids the first one who can show up will get the job and the other company will not be paid if they don't show up to do the work. The authorized person who called out the job will cancel the job when needed with the second contractor, once they have determined which contractor can address the job first. RHA will not pay any contractor just for taking the call and showing up after the work has been done and not address the problem.

All special equipment and/or special services must be approved by RHA prior to their use or RHA will not be responsible for any costs incurred by the Contractor.

Any unnecessary delays may result in the termination of this contract. No job shall be considered complete until it has been reviewed by an authorized RHA representative and determined by this representative to be completed.

The offeror shall consider the cost to supply all labor, material, tools and equipment, transportation, communications equipment, disposal, and other miscellaneous costs in submitting a bid for this contract.

SEE GENERAL REQUIREMENTS PAGE attached.

Determining Factors to be evaluated from this BID:

Hourly Rate for licensed Plumber on regular and overtime hours. When is regular time start and end and when Overtime starts and ends. Any services addition changes, such as vehicle fees or fuel changes or extra staff or any other miscellaneous fees.

Three (3) verifiable references for jobs of this nature from firms/people other than RHA. Please list the length of the relationship, any projects done with that reference, how long ago the project was completed, and their name of the company, name of the reasonable person in charge and their phone number.

The bid opening will be on August 25, 2026 RHA has the right to award up to 90 days after bids are due.

BID Requirements

Bidders must provide all requested forms and documentation to constitute a complete and proper bid. All forms required at the time of bid opening must be completed in their entirety. The Rochester Housing Authority reserves the right to reject any proposal in part or in full for failure to provide this documentation.

The following forms must be included in the bid proposal:

- A. Price Worksheet – Signed
- B. Certifications and Representations of Offerors (HUD-5369a)
- C. Acknowledgment of HUD General Rules and Regulations Packet - Notarized
- D. Acknowledgment of Principal - Notarized
- E. Affidavit — Notarized

A packet with copies of each form has been included.

Insurance

The Contractor shall, in a manner satisfactory to RHA, maintain at its own expense until the completion of the work and final payment thereof, the following insurance.

- A. Workers compensation in accordance with the requirements of the laws of New York State.
- B. Commercial General Liability of not less than \$1,000,000 per occurrence.
- C. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$100,000/\$300,000 per accident/occurrence .

If the offeror does not possess the required insurance at the time of the bid, the bidder may provide proof of the required insurance within three business days of notification of contract award. Contractor must list RHA as a Certificate Holder and additional insured for general liability insurance.

Experience and References

The bidder must demonstrate the ability of the proposed team to perform the work that will be provided in this contract. The bid should identify similar previous work that the Contractor has completed and describe the experience and role of each employee that will perform services under this contract. The bid should include three work references that RHA may contact.

RHA will review all bids to determine that the required work qualifications have been met as to the documents provided. Bids that fail to meet these initial screening requirements will not be considered for the contract.

Contract Cancellation

The Contractor with thirty (30) days written notice may cancel this contract with no penalty. Irrespective of any default, RHA may at any time upon immediate notice, and in its discretion, terminate this contract in part or as a whole as described in HUD form 5370.

Invoicing and Payment Terms

Before submitting an invoice, please include certified payrolls on WH-347 and submit them to Accounts Payable. The Contractor will bill RHA in a manner that is acceptable to RHA reimbursement practices. The Contractor will provide invoices after the work has been completed. The invoice shall indicate the location of, and type of work performed, work order number, PO#, one invoice per request dates of service, total invoice amount, Contractor business name, phone number, invoice number, purchase order number, and certified payroll form WH347. Payments of approved invoices shall be based on a net thirty (30) day payment. Payment for services is subject to the satisfactory inspection of work. Unapproved invoices will be reviewed by RHA in conjunction with the Contractor.

On all jobs requiring permits, it will be the Contractor's responsibility to acquire the permits. No payment will be accepted without a copy of this permit on file in the RHA Procurement Office. Upon completion of any job requiring a permit, final payment will not be issued without an approved review

of the work on file in the RHA Procurement Office and a copy of the permit with final inspection from the City.

The following is a list of the corresponding zones management office addresses:

Administration/ Scattered sites

Attn: Daryl Dillon/Daniel Vargas
270 Lake Ave.
Rochester, NY 14608

South Zone locations:

Attn: Lee Rutledge
Danforth Tower West
160 West Avenue
Rochester, NY 14611

North Zone: locations:

Attn: Adam Colon
Hudson Ridge Tower
401 Seneca Manor Drive
Rochester, NY 14621

Central Zone locations:

Attn: Thomas Levans
86 Vienna Street
Rochester, NY 14605

Invoices shall be submitted within thirty days of completing services. Delayed, incomplete, or questionable billing practices will result in contract termination.

Additional services performed outside the scope of this contract without written approval from either the Maintenance Department or Procurement Department may result in nonpayment for those services and possible contract termination.

The Contractor agrees to keep true and accurate treatment and financial records of the business transacted and of the receipts in such form and according to such system as the RHA may approve. The Contractor shall at all times afford the RHA full and free access to such books and records.

By acceptance of this contract, the contractor guarantees all workmanship for a period of one year. Should defects caused by improper workmanship occur within one year of the completion of this contract, the contractor will be responsible for all labor and material costs to repair all damages.

The contractor is responsible for all labor, equipment, and supplies required to provide a proper installation.

RHA may require a substitute product or decide to provide the required materials at any time.

This is an RFP that is open privately and is based on how well the contractor presents the criteria.

RHA may award to more than one Bidder

Bulk Bid Plumbing –Pricing

This contract will be awarded to the most advantageous to RHA based on the criteria and for the hourly rate of a licensed plumber.

Hourly Rates:

Business Hours

Licensed Plumber, per hour (including O&P) \$ _____

After Hours/Overtime

Licensed Plumber, OT per hour (including O&P) \$ _____

Please state your standard business hours: _____

Please state your standard overtime hours: _____

Any additional costs per job as described above in **“Determining Factors to be evaluated”** from this RFP. If more room is needed, please list any on an addition sheet of paper.

Type of fee; _____ Cost of fee; \$ _____

Type of fee; _____ Cost of fee; \$ _____

Type of fee; _____ Cost of fee; \$ _____

All prices above **MUST** include Overhead & Profit.

Company Name

Date

Authorized Representative Signature

****THIS FORM MUST BE SUBMITTED WITH YOUR BID PROPOSAL****
****FAILURE TO INCLUDE MAY RENDER YOUR BID NON-RESPONSIVE****

Additional forms to be included with your proposal

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



Procurement Office
495 Upper Falls Blvd.
Rochester, NY 14605
Fax: 585-697-6174
WWW.ROCHESTERHOUSING.ORG

The undersigned, _____, acknowledges receipt of a **2018** copy of the General Rules and Regulations for public bidding as prepared by the Rochester Housing Authority containing the following:

- ** Instructions to Bidders for Contracts - HUD 5369
(RHA Rev. 10/2002)**
- ** General Conditions of the Contract for Construction - HUD 5370
(RHA Rev. 01/2013)**
- ** RHA Schedule of Liquidated Damages
(Rev. 05/13/06)**
- ** Policy regarding: Three (3) contract limit, dollar threshold limit, shared interest, and
shared insurance (Rev. 05/26/11)**

which is incorporated by reference and on RHA website www.rochesterehousing.org, under procurement forms entitled RHA and HUD Bid Requirements 2013. It is further certified that the undersigned will comply with the rules, regulations and other documentation while performing an RHA construction contract.

Company Name: _____

Signed: _____

Date: _____

Subscribed and sworn to me

This _____ day of _____, 20_____

Notary Public

If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

Acknowledgment of Principal, if a Corporation

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known, who, being by me duly sworn, did depose and say that he/she
resides at _____, that he/she is the _____
of _____. The corporation described in and which executed the foregoing
instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is
such seal; that it was so affixed by order of the director of said corporation and that he/she signed his name
thereto by like order.

Signature of Principal

Notary Public

Acknowledgment of Principal, if a Partnership

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known and known to me to be one of the members of the firm of
_____, described in and who executed the foregoing instrument and
he/she acknowledged to me that he/she executed the same as and for the act of said firm.

Signature of Partner

Notary Public

Acknowledgment of Principal, if an Individual

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known and known to me to be the person described in and who executed
the foregoing instrument and acknowledged the same.

Signature of Owner

Notary Public

If bidder is a firm, state here the name and residence of each member thereof.

Name of Partners

Residence Address



Procurement Office
495 Upper Falls Blvd.
Rochester, NY 14605
Fax: 585-697-7164
WWW.ROCHESTERHOUSING.ORG

Affidavit of Non-Collusion

State of _____)

County of _____) S.S

City of _____)

_____, Being first duly sworn deposes and says: that they are _____
(Printed Name) (Title)

of _____, the party making the foregoing proposal or bid that such bid
(Company Name)

is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bid, bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder to secure any advantage against the Rochester Housing Authority or any person interested in the proposed contract and that all statements contained in said proposal or bid are true.

Each bidder that contacts the Rochester Housing Authority (RHA) during the restricted period of a proposal or bid shall only make contact with the individuals stated in the bidding paperwork provided by RHA or contact those referred to by an individual stated in the RHA bidding paperwork. Contact to any other employee, officer, or member of RHA regarding a bid or proposal during the restricted period is in violation of New York State Finance Laws Section 139-j and 139-k. The "restricted period" of a bidding opportunity is the period of time commencing with the earliest written notice or advertisement and ending with the final contract award written notification provided by RHA. By signing this affidavit, the bidder understands of and agrees to comply with RHA's procedures relating to permissible contacts during a governmental procurement pursuant to New York State Finance Laws Section 139-j and 139-k, that all information provided to RHA with respect to these sections is complete, true, and accurate. In the event such certification is found to be intentionally false, intentionally incomplete, or does not disclose the determination of being non-responsible by any other governmental entity for violating similar regulations over the previous four years, then RHA reserves the right to terminate any contracts awarded to such bidder.

Signed: _____

Date: _____

(Printed name)

Subscribed and Sworn to me this _____ day of _____ in the year _____.

Notary Public _____
Signature (with seal or stamp affixed)