



GENESEE COUNTY
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**GENESEE COUNTY
REQUEST FOR
QUALIFICATIONS**

**RESIDENTIAL REHABILITATION CONSTRUCTION
SERVICES**

RFQ# 2026-201

Issue Date:

June 19, 2026

Due Date:

July 20, 2026

Prior to 2:00 p.m.

Respond to:

**Genesee County
County Building #1
Room 317A
15 Main Street
Batavia, New York 14020**

Attention:

**Donna Longhini
Director, Purchasing**

GENESEE COUNTY PURCHASING DEPARTMENT

RESPONSE CHECKLIST

RFQ# 2026-201

The Proposers attention is especially called to the terms listed below, which must be submitted in full as part of your qualifications.

Failure to submit any of the documents listed below as a part of your qualifications, or failure to acknowledge any addendum in writing with your qualifications, or submitting qualifications on any condition, limitation or provision not officially invited in this RFQ (Request for Qualifications) may be cause for rejection of the qualifications.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR QUALIFICATIONS.

*****NOTE: ALL DOCUMENTS SHOULD BE SUBMITTED IN THE ORDER OF THE CHECK LIST. ALL ADDITIONAL ATTACHMENTS SHOULD FOLLOW THE REQUIRED DOCUMENTS.**

- RESPONSE CHECKLIST
- QUALIFICATIONS FORM
- VENDOR RESPONSIBILITY FORM
- RFQ SCOPE OF WORK – ATTACHMENT A
- ADDITIONAL LITERATURE/BROCHURES - IF APPLIES
- IRAN CERTIFICATION FORM
- CONTRACTORS STATEMENT ON SEXUAL HARASSMENT
- COUNTY-CONTRACTOR ADDENDUM AGREEMENT
- RFQ ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
- ONE (1) ORIGINAL AND ONE (1) COPY OF QUALIFICATION DOCUMENTS

-Please do not submit comb or spiral bound copies-

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

Please read all the information contained in this package.

REQUEST FOR QUALIFICATIONS
RFQ# 2026-201

Genesee County Purchasing Director is requesting qualifications for
RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES

Specifications may be downloaded:
<https://vendors.planetbids.com/portal/71274/portal-home> Contractors will need to register before downloading.

Questions regarding this RFQ may be directed to the Purchasing Office, 15 Main Street, Batavia, NY 14020, at 585.344.2550 x2217, Monday through Friday, between 8:30 am and 4:30 pm no later than 12:00 pm on: Wednesday, July 08, 2026.

Sealed Submittals must be in possession of Genesee County Purchasing Director, County Building No., 15 Main Street, room 317A, Batavia, New York 14020, no later than Monday, July 20, 2026, prior to 2:00 p.m. prevailing time. All qualifications shall be accompanied by a non-collusion statement in order to be considered. Late Qualifications will be returned, unopened to contractor.

Genesee County reserves the right to forego any formalities and reject any or all bids.

Woman and Minority owned businesses are encouraged to submit.

Genesee County is an equal opportunity employer.

Qualifications Timeline

Distribute RFQ	06/19/2026
Public Informational Meeting for Contractors	06/24/2026
Last Date to Accept Questions from Vendors (12:00 PM)	07/08/2026
Responses Due to Purchasing (Prior to 2:00 pm)	07/20/2026
RFQ Review & Questions to Vendors (Approximate)	07/27/2026
Contractor List Selected	08/05/2026
Legislature Approval (Approximate)	08/19/2026
Contractor Notifications	<30 days of established list

**QUALIFICATIONS
RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES
RFQ# 2026-201**

TO: Donna Longhini, Purchasing Director, Genesee County;

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Qualifications. The successful Contractor hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Qualifications. I certify that I am authorized to sign this submittal, myself or the company or firm I represent, to a contract with Genesee County. This signed submittal will become part of a binding contract with VRP Property owner after final approval by the Genesee County Legislature.

NOTE: By signing and submitting the qualifications form for consideration by Genesee County Legislature the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

_____	_____
Legal name of firm/corporation	Authorized Signature (IN BLUE INK)
_____	_____
Address	Typed Name
_____	_____
City/State/Zip	Title
_____	_____
Date	Telephone No. Fax No.
_____	_____
Federal ID Number	Email Address

DO NOT WRITE BELOW THIS LINE (FOR COUNTY USE ONLY)

CHAIRPERSON, GENESEE COUNTY LEGISLATURE

_____ RESOLUTION NO.

_____ DATE

YOU SHALL RETURN THIS FORM WITH YOUR QUALIFICATIONS

Vendor Certification
RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES
RFQ# 2026-201

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 63 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity - both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your submission in order for your submission to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgslregulationslprocurementloverview.html>

Vendor Responsibility Form

Genesee County

RFQ# 2026-201

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- | | | |
|---|-----|----|
| A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? | YES | NO |
| B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? | YES | NO |
| C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" | YES | NO |
| D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? | YES | NO |
| E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 27? | YES | NO |

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING:	
YEAR OF FINDING:	
BASIS OF FINDING:	

(Attach Additional Sheets if Necessary)

**RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES
RFQ# 2026-201**

**SCOPE OF WORK
SPECIFICATIONS
OUTLINE**

- 1. BACKGROUND**
- 2. SCOPE OF WORK**
- 3. CONTRACTOR ELIGIBILITY REQUIREMENTS**
- 4. SUBMISSION REQUIREMENTS**
- 5. SELECTION PROCESS**
- 6. PROCUREMENT AND PROJECT ASSIGNMENT**
- 7. INSURANCE REQUIREMENTS**
- 8. COMPLIANCE REQUIRMENTS**
- 9. PERFORMANCE EXPECTATIONS**
- 10. PROPOSED TIMELINE**
- 11. SUBMISSION INSTRUCTIONS**
- 12. RESERVATION OF RIGHTS**
- 13. PUBLIC INFORMATIONAL MEETING**

**Genesee County
RFQ# 2026-201**

SCOPE OF WORK SPECIFICATIONS

1 - BACKGROUND:

The Purchasing Director along with the Genesee County Manager's Office is soliciting qualified contractor for **RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES**.

The County of Genesee and its designated program administrator, G&G Municipal Consulting and Grant Writing (hereinafter referred to as the "Consultant"), hereby issues this Request for Qualifications (RFQ) to solicit qualified contractors to perform residential rehabilitation and construction services under the Genesee County Vacant Rental Program (VRP).

The Vacant Rental Program is funded through New York State Homes and Community Renewal (HCR) and supports the rehabilitation of vacant rental units to increase the supply of safe, quality, and affordable housing for low- and moderate-income residents of Genesee County. Qualified contractors are invited to submit qualifications to be considered for placement on an approved contractor list, from which individual project assignments will be made on a rolling basis throughout the program period.

The Genesee County Vacant Rental Program provides grant funding to eligible property owners for the rehabilitation of vacant housing units and the conversion of underutilized spaces into habitable rental units. All work funded under the program must directly contribute to returning vacant properties to productive use as long-term affordable rental housing.

Projects may include single-family or multi-family residential properties and will be assigned on a rolling, project-by-project basis as funding is approved and property owner agreements are executed. Typical per-unit rehabilitation costs range from \$50,000 to \$75,000, and all costs must be reasonable, necessary, and fully documented.

2 - SCOPE OF WORK:

Contractors placed on the approved list may be required to perform, but are not limited to, the following categories of work:

- General construction and carpentry
- Electrical, plumbing, and HVAC systems
- Roofing, siding, and exterior improvements
- Interior rehabilitation, including flooring, drywall, painting, kitchens, and bathrooms
- Building code violation correction
- Health and safety improvements
- Accessibility upgrades in accordance with applicable standards
- Environmental remediation (lead, asbestos, mold, etc.)
- Conversion of non-residential space to habitable residential units

All work performed under this program must:

- Be necessary to render units habitable, code-compliant, and suitable for occupancy at end of rehabilitation;
- Comply with the New York State Uniform Fire Prevention and Building Code; and

- Meet all applicable local, state, and federal regulations.

Work commenced prior to formal program approval, completion of applicable environmental review, and full execution of required agreements will not be eligible for reimbursement.

3 – CONTRACTOR ELIGIBILITY REQUIREMENTS

To be considered for placement on the approved contractor list, all applicants must meet the following minimum qualifications at the time of submission and maintain such qualifications throughout the duration of the program:

- Be properly licensed and registered to perform work in the State of New York;
- Maintain active general liability insurance and workers' compensation coverage meeting the minimum requirements set forth in Section 9 of this RFQ;
- Demonstrate verifiable experience with residential rehabilitation projects of a similar scope and scale;
- Be in good standing with all applicable regulatory and licensing agencies;
- Not be suspended, debarred, or in default on any federal, state, or locally funded project; and
- Demonstrate sufficient organizational capacity to complete multiple concurrent projects within required timelines.

4 – SUBMISSION REQUIREMENTS

All submissions must be complete, organized, and submitted in accordance with the instructions set forth here and on page 1 of this RFQ. Incomplete submissions may be deemed non-responsive and disqualified from further consideration.

Each submission package must include the following:

1. Contractor Information Form (Attachment B), fully completed and signed;
2. Proof of Insurance — Certificate(s) of insurance must name New York State Homes and Community Renewal (HCR), the New York State, and the County of Genesee as certificate holders and/or additional insureds, as applicable;
3. Copies of all applicable professional and trade licenses;
4. A written description of the applicant's experience with residential rehabilitation projects of a similar nature, including project types, scope, and dollar values;
5. A minimum of three (3) verifiable project references from comparable rehabilitation work completed within the past five (5) years;
6. A statement of organizational capacity, including current staffing levels, workforce availability, and typical project volume; and
7. A completed and signed IRS Form W-9.
8. Genesee County Purchasing Department Response Checklist (pg 1 of RFQ boilerplate)
9. Documentation if a MWBE and/or SDVOB certified business
10. Any additional certifications or licenses

5 – SELECTION PROCESS

The County of Genesee and Consultant will evaluate all responsive submissions and select qualified contractors for placement on the **Genesee County VRP Approved Contractor List**. Contractors will be evaluated based on the following criteria:

- Relevance and depth of experience with residential rehabilitation projects;
- Demonstrated organizational capacity, staffing, and workforce availability;
- Quality and verifiability of past performance and professional references;

- Ability to comply with all program requirements, including MWBE and SDVOB participation goals; and
- Completeness and quality of the submitted qualifications package.

Placement on the “Approved Contractor List” does not constitute a contract or guarantee the award of work. Individual project assignments are contingent upon funding availability, property owner selection, and program approval.

6 – PROCUREMENT AND PROJECT ASSIGNMENT

Approved contractors may be invited to submit competitive bids on individual project scopes of work as they become available. Property owners participating in the Vacant Rental Program may select a contractor from the approved list, subject to review and approval by the Consultant and the County of Genesee.

All individual project assignments require the following prior to the commencement of work:

- A written, itemized cost estimate reviewed and approved by the Consultant;
- Written program approval issued by the Consultant and/or HCR, as applicable; and
- Full execution of a Contractor Agreement between the contractor and property owner.
- Proof of Insurance as required in Section 7

The County of Genesee and the Consultant reserve the right to approve, modify, or reject proposed scopes of work and associated costs at any stage of the project.

7 – INSURANCE REQUIREMENTS

All contractors must maintain, at a minimum, the following insurance coverage throughout the duration of any project undertaken under this program. Proof of insurance must be submitted prior to the execution of any Contractor Agreement. **Refer to Insurance Table “Construction & Maintenance” category**

Coverage Type	Minimum Required Coverage
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Workers' Compensation	As required by New York State law
Disability Insurance	As required by New York State law
Automobile	\$1,000,000 CSL
Professional/Pollution Insurance Crime	\$1,000,000
Crime Insurance Coverage	Basic

Genesee County, New York State, and NYS Homes and Community Renewal must be named as additionally insured as well. Addresses located on OWNER – CONTRACTOR ADDENDUM AGREEMENT document.

8 – COMPLIANCE REQUIREMENTS

All contractors selected under this RFQ must comply with all applicable federal, state, and local laws, regulations, and program requirements, including but not limited to the following:

- New York State Executive Law Article 15-A — Minority and Women-Owned Business Enterprise (MWBE) participation requirements;
 - New York State Executive Law Article 17-B — Service-Disabled Veteran-Owned Business (SDVOB) participation requirements;
- Equal Employment Opportunity (EEO) requirements applicable to state-funded programs; and Lead Safe Work Practices, as required under applicable federal and state regulations.

Contractors must demonstrate documented good faith efforts to engage and utilize certified MWBE and SDVOB subcontractors and suppliers where applicable. The County of Genesee is committed to the full and equitable participation of MWBEs and SDVOBs in all program activities.

9 – PERFORMANCE EXPECTATIONS

Contractors placed on the approved list are expected to maintain a high standard of professionalism and responsiveness throughout all phases of project work. Specifically, approved contractors must:

- Be prepared to commence work within thirty (30) calendar days of executing a fully signed Contractor Agreement with the participating property owner (VRP Applicant);
- Complete all assigned work in a timely and professional manner in accordance with the approved scope of work and project schedule;
- Coordinate effectively with property owners, the Consultant, and program staff throughout the duration of each project;
- Participate in all required inspections, progress reviews, and closeout procedures; and
- Comply fully with all approved scopes of work, program requirements, and applicable regulations.

Failure to meet program performance standards may result in suspension or permanent removal from the approved contractor list, at the sole discretion of the County of Genesee and the Consultant.

10 – PROPOSED TIMELINE

Milestone	Target Date
RFQ Issued	June 19, 2026
Contractor Public Informational Meeting	June 24, 2026
Questions Deadline (12:00 PM)	July 8, 2026
Qualifications Due (Prior to 2:00 PM)	July 20, 2026
Approved List Established	August 19, 2026
Contractor Notifications	<30 days of Approved List

11 – SUBMISSION INSTRUCTIONS

All submission packages must be received by the County no later than the date and time specified on the cover page of this RFQ. Submissions received after the deadline stated day, at the sole discretion of the County, will be deemed non-responsive and not considered.

12 – RESERVATION OF RIGHTS

The County of Genesee and its Consultant reserve the right to:

- Reject any or all submissions received in response to this RFQ;
- Request additional information or clarification from any applicant;
- Waive technical informalities or minor irregularities in any submission;
- Modify, suspend, or cancel this RFQ at any time without obligation or liability; and
- Reject the qualifications of a contractor who has previously failed to perform properly;
- Negotiate as to any aspect of the qualifications with any contractor.
- Waive any technical or formal defect in the submittal that is considered by Genesee County to be merely irregular, immaterial, or unsubstantial.
- Make contractor selections and project assignments based upon program needs, funding availability, and compliance with all applicable requirements.

The issuance of this RFQ does not commit the County of Genesee or the Consultant to award any contract, pay any costs incurred in the preparation of this submission, or procure any services.

13 – PUBLIC INFORMATIONAL MEETING

The County of Genesee and its Consultant will hold a public information meeting for interested contractors on June 24, 2026 at County Building #2, 3837 West Main Street Road, Batavia, NY 14020. This meeting will be held at 6:00pm to inform contractors on the specification requirements of this RFQ and the submittal process. In addition, the meeting will review the process once a contractor is placed on the “Approved Contractor List” and the next steps process for working with a property owner.

ATTACHMENT A

CONTRACTOR QUALIFICATION FORM RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES

Legal Business Name:	
Trade Name (DBA, if applicable):	
Primary Contact Name:	
Title/Position:	
Business Address:	
City, State, Zip Code:	
Phone Number:	
Email Address:	
Federal Tax ID / EIN:	
NYS Contractor License Number(s):	
Years in Business:	

Type of Work Performed (Check All That Apply)

- | | |
|---|---|
| <input type="checkbox"/> General Construction / Carpentry | <input type="checkbox"/> Siding / Exterior Improvements |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Rehabilitation |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Accessibility Upgrades |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Environmental Remediation |
| <input type="checkbox"/> Roofing | <input type="checkbox"/> Other: _____ |

MWBE / SDVOB Status

- The applicant is a NYS-certified Minority-Owned Business Enterprise (MBE)
- The applicant is a NYS-certified Women-Owned Business Enterprise (WBE)
- The applicant is a NYS-certified Service-Disabled Veteran-Owned Business (SDVOB)
- The applicant is not certified under any of the above categories

Any Additional Certifications/Licenses – Please attach to Qualifications

Certification and Signature

The undersigned hereby certifies that all information provided in this Contractor Qualification Form is true, accurate, and complete to the best of their knowledge. The undersigned further acknowledges that any misrepresentation may result in disqualification from the Genesee County Vacant Rental Program.

Authorized Signature

Date

Printed Name

Title / Position

Genesee County

SECTION: IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder/Contractor hereby represents that said Bidder/Contractor is in compliance with New York State General Municipal Law Section 03-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder/Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 65-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 03 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder/Contractor submitting a bid/qualifications in response to this Request for Bids/Request for Qualifications must certify and affirm the following under penalties of perjury:
 - (a) "By submission of this bid, each bidder/contractor and each person signing on behalf of any bidder/contractor 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 its knowledge and belief, that each bidder/contractor is not on the list created pursuant to NYS Finance Law Section 65-a (3)(b)."
- 4 Except as otherwise specifically provided herein, any Bid/Qualification that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Contractor cannot make the certification as set forth in subdivision (a) above, the Bidder/Contractor shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 03-g to award the Bid/Qualification to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 2, 2012, the investment activities in Iran have not been expanded or renewed after April 2, 2012, and the Bidder/Proposer has adopted, publicized and is

implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Genesee has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Genesee would be unable to obtain the goods or services for which the Bid/Qualifications is offered. Such determination shall be made by the County in writing and shall be a public document.

- 5. Bidder or Contractor shall sign, notarize and return the enclosed (attached) "Certification of Compliance with the Iran Divestment Act" form with your bid or qualifications.**

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that Bidder/Contractor has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, say that I am the _____
(Authorized Representative's Name) (Title)
of the _____ Corporation and that neither the Bidder/Contractor nor
any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

DATE

State of New York)
) ss
County of _____)

On the ___ day of ___ in the year ___ before me, personally came _____
to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s)
in _____ (if the place of residence is in a city, include the street and street
number, if any, thereof); that he/she/they is (are) the (president or other officer or director
or attorney in fact duly appointed) of the _____ (name of corporation), the
corporation described in and which executed the above instrument; that he/she/they
signed his/her/their name(s) thereto by like authority of the board of directors of said
corporation.

Signature and office of individual taking acknowledgment

**CONTRACTORS STATEMENT ON SEXUAL HARASSMENT
IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW 139-1**

In accordance with State Finance Law 139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law 201-g the bidder submits the following certification under penalty of perjury:

By submission of this qualification, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization,

under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirement of Section 201-g of the Labor Law.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

RFQ# 2026-201

COUNTY – CONTRACTOR ADDENDUM AGREEMENT

The County – Contractor Addendum Agreement (“Addendum Agreement”) is being entered into by the parties for any and all work done for, with, or on behalf of **the County of Genesee** (“County”) by _____ (“Contractor”) as an Addendum Agreement to the primary contract entered into by the parties, a copy of which is attached hereto (referred to hereafter as “Primary Contract” and which includes any written agreement by the parties, including but not limited to any purchase order, proceed order or written estimate).

Insurance Requirement

Prior to the commencement of any work designated in this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached, and until final completion and acceptance of the work, the Contractor, as its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the County certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below, as well as complete copies of the Contractor’s Commercial General Liability and Workers’ Compensation and Employer’s Liability policies as may be applicable based on the terms of the contract to which this is attached. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the County of the Contractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed subsequent to the issuance of the certificate of insurance required by this Addendum Agreement. Contractor shall procure and maintain in full force and effect until the contractor completes its work under the contract documents, the type and minimum limits of insurance specified in this addendum, at Contractor’s sole cost and expense, covering performance of the work required under the contract document. Policy limits required by the County are attached hereto (See Genesee County Insurance Requirements Chart).

A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker’s Compensation & Occupational Disease: Statutory

Employer’s Liability: \$1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity, and provide for a “Waiver of Subrogation” endorsement in favor of the Owner/Contractor.

Any contractor/subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy

B. Commercial/General Liability:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury: \$1,000,000.00

General Aggregate & Products/Completed Operations Aggregate:	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property:	\$100,000.00
Medical Payment (per person):	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an “insured contract” as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. Products/Completed Operations liability for the period of three years after acceptance of the work.
3. A per project aggregate of \$ N/A
4. A “Waiver of Subrogation” Endorsement in favor of the Owner/Contractor.
5. Exterior Insulation Finish System (“EFIS”) coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. **The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.**
7. The Insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of “A-“ or better, or otherwise specifically approved by the Owner.

The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability Insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Contractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000 per accident. The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Owner must be included.

D. Commercial Umbrella/Excess Liability Insurance: Not Applicable to this RFQ

Commercial Umbrella/Excess Liability Insurance on a per occurrence and aggregate. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Owner must be included.

E. Pollution Liability:

Where the Contractor is performing work that is subject to this Addendum Agreement or to any contract or agreement to which this Addendum Agreement is attached, that involves abatement or remediation of hazardous substances or any manner of environmental work, pollution liability coverage applicable to the type of work/operations being performed on a \$1,000,000 per occurrence. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a

primary and non-contributory basis. A “Waiver of Subrogation’ in favor of the Owner must be included.

F. Builder’s Risk/Installation Floater:

“All Risk” Property Insurance coverage afforded by a Builders Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Contractor and intended to become a permanent part of the construction, whether stored on the premises away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A

“Waiver of Subrogation” in favor of the Owner must be included.

G. Owned and/or Rented Tools or Equipment:

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Contractor of the Contractor’s Subcontractors used in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A “Waiver of Subrogation” in favor of the County must be included.

H. Cyber Liability: Not Applicable to this RFQ

In the event Contractor will have access to the County’s cyber environment including, but not limited to, its computers, systems, software, and County data, or any aspect of its computer network, or accounts including social media, it will provide coverage for County losses arising from acts, errors or omissions in rendering those services. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation’ in favor of the County must be included.

JOB-SITE SAFETY:

The County makes no representation with respect to the physical conditions or safety of the Project Site. The Contractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Contractor’s work and others affected by the Contractor’s work is the responsibility of the Contractor. Contractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the County by any employee of the Subcontractor, anyone directly or indirectly employed by the Contractor (including any of the Contractor’s subcontractors) or anyone whose acts the Contractor may be liable, the indemnification obligation shall not be limited in by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS/INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (“Owner Indemnitees”) from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney’s fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by County) arising out of or resulting from, or alleged to arise out of or result from, the Contractor’s work (including the work by any of the Contractor’s subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner indemnitees.

MISCELLANEOUS:

In the event that any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered into between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in

writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby and each provision of the Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY (Signature)
(Print name and title below)

CONTRACTOR (Signature)
(Print name and title below)

Date: _____

Date: _____

Additionally Insured Information Requirements:

New York State Homes and Community Renewal

38-40 State Street
Hampton Plaza, 4th Floor South
Albany, NY 12207

County of Genesee

15 Main Street
Batavia, NY 14020

New York State

1 State Street
New York, NY 10004

VENDOR CLASSIFICATION	A	B	C	D	E	F	G
	Construction & Maintenance	Purchase of Lease of Merchandise or Equipment	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaire Services	Livery Services	All Purpose Public Entity Contracts
COMP. GENERAL LIABILITY	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate
- Prem & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Compl. Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractor	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	Comprehensive Form Not Required					
- X, C, U	INCLUDE	Comprehensive Form Not Required					
- Personal Injury		Comprehensive Form Not Required	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
AUTO LIABILITY	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess or Umbrella Liability	N/A	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Workers Comp. & Employers Liab	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$1,000,000				
PROF/POLLUTION LIABILITY	\$1,000,000	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*
CYBER LIABILITY	N/A	\$1,000,000*	\$1,000,000	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*

* Cybersecurity coverage is required when vendor/contractor has access to the network, IT systems and/or data. The County Attorney may waive such requirement if vendor/contractor is able to demonstrate there is no liability. Professional/Pollution Liability coverage is required of "Construction & Maintenance". The County Attorney may waive such requirement if other vendor classifications are able to demonstrate there is no Pollution Liability. County of Genesee to be named as additional insured. Must be listed on the ACORD. (Updated 2/2026)

NON-QUALIFICATIONS RESPONSE
RFQ# 2026-201

RFQ NAME: RESIDENTIAL REHABILITATION CONSTRUCTION SERVICES

VENDOR NAME: _____

The County of Genesee is interested in ascertaining reasons for prospective contractors failure to respond to invitation to submit qualifications. If your firm is not/or has not responded to RFQ# 2026-201 please indicate the reason(s) why by checking any appropriate item(s) below and returning this form to the Genesee County Purchasing Department, County Building No. 1, 15 Main Street, Batavia, NY 14020.

We are/did not respond to this Request for Qualifications for the following reason(s):

- Items or materials requested not manufactured by us or not available to our Company.
- Our items and/or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of request for qualifications.
- Incorrect address used. Correct address is:
- Other reason(s):

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Donna Longhini
Director, Purchasing

SECTION XX - GENERAL INFORMATION

Submission Deadline:

All proposers must submit one (1) original and ONE (1) copies of the qualifications prior to 2:00 pm, Monday, July 20, 2026.

Qualifications may be mailed or hand delivered to the Genesee County Purchasing Department, County Building I, 15 Main Street, room 317A, Batavia, New York 14020. Late qualifications will not be opened and will be returned to the contractor. Emailed or fax copies are not acceptable.

“Approved Contractor List” Review Committee:

A Review Committee including the following individuals:

Deputy County Manager
Housing Development Officer
Program Consultant
Any others deem required

Approval by designated committee will be followed by Legislature approval, with actual “Approved Contractor List” approved by Genesee County Resolution.

Acknowledgements shall be made to the contractors whose qualifications are determined to be in the best interest of Genesee County based upon the evaluation of references, the award criteria and interviews, if conducted.

Applicants may be called in by the Purchasing Director or designee for an interview. Genesee County reserves the right to conduct or waive interviews.

All submissions will be evaluated to determine if they meet the required format and be in compliance with all requirements of the Request for Qualifications.

Incomplete or non-responsive submissions may be rejected at the discretion of Genesee County.

The Genesee County Purchasing Director or designee may arrange for an interview with contractors submitting qualifications, if required, for the purpose of obtaining additional information or clarification. Contractors must be prepared to make one or more interviews and may be required to make presentations prior to award of contract. Proposers must comply with this request or be disqualified.

Contractors are advised that, if in the event of receipt of an adequate number of submissions which, in the opinion of the Genesee County Purchasing Director, require no clarifications and/or supplementary information, such submittals may be evaluated without further discussion.

Genesee County reserves the right to reject any and all submissions and to waive minor irregularities. Genesee County further reserves the right to seek new RFQ submissions when such a procedure is reasonably in the best interest of the County to do so.

Contract Term

A contract will be established between the property owner (VRP Applicant) and the Contractor. Be prepared to commence work within thirty (30) calendar days of executing a fully signed Contractor Agreement with the participating property owner (VRP Applicant).

The Contractor will be on the Approved Contractor List for the duration of the program in which funding is available unless they do not meet the requirements set forth in this RFQ.

The VRP program is anticipated to be for a period of 2 years but if additional funding is available and time frame is extend through New York State, the Approved Vendor List can be carried forward or a new RFQ could be executed.

Contractor Acknowledgements:

By submitting qualifications to provide and perform services sought by Genesee County, each contractor:

1. Represents and acknowledges the contractor has examined and is familiar with this RFQ and all its specifications and requirements.
2. Represents and acknowledges the contractor can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications.
3. Acknowledges that neither the County nor any agent or representative of the County have made any representation or promise on which the contractor has relied regarding the services covered by this request for qualifications, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.

Inquiries:

Questions relating to this **RFQ** may be directed to:

Donna Longhini,
Director, Purchasing
15 Main Street
Batavia, NY 14020
585.344.2550 ext. 2217
Donna.longhini@geneseeny.gov

Last Date for Questions:

Final date for written questions is **Noon, Wednesday, July 8, 2026**. All questions about the meaning or intent of the specifications must be submitted in writing via email. Contractors shall provide their email address for response. Any questions the County feels are pertinent to all contractors will be distributed as an addendum to the RFQ and posted on PlanetBids. Only questions answered by formal written Addenda will be binding. Please place the title of the RFQ in the subject line when sending an email.

Qualifications Format:

- Qualifications must be submitted using the forms included in these specifications and any addenda that may be issued.
- Qualifications must be accompanied by a signed Qualifications Form
- Forms can be found in these specifications.
- **ONE (1) original and ONE (1) COPY** of the qualifications package must be provided.
- Read all documents contained in the qualifications package.
- Contractors are responsible for submitting their qualifications to the Genesee County Purchasing Department, 15 Main Street, Room 317A, Batavia, NY 14020 at or prior to the time indicated in the submittal package. No qualifications will be accepted after the designated time indicated in the qualifications package. ***Qualifications are due prior to 2:00 pm on Monday, July 20, 2026.***
- Facsimiles or emailed copies are NOT acceptable. RFQ responses must be delivered to Purchasing Office before stated deadline to be considered.
- Contractors are responsible for reporting, in writing, any errors found in the

RFQ specifications to the Genesee County Purchasing Director, 15 Main Street, Batavia, NY 14020.

All contractors shall indicate on the outside of their sealed bid the following information:

- a. Title of RFQ and RFQ Number
- b. Date and Time of RFQ Opening
- c. Company Name

Failure to do so may result in the rejection of the qualifications as being unresponsive.

Late Submittals:

Submittals received in the Purchasing Office *after the date and time* prescribed shall not be considered for contract award and shall be returned to the Contractor as non-responsive. The Contractor is responsible for the delivery of the qualifications. If the qualifications is delivered to the wrong county office, by any delivery method, the Contractor bears the responsibility.

Delivery of the qualifications to the specified location at the prescribed time and date is the sole responsibility of the Contractor.

The County employee whose duty it is to receive qualification documents will decide when the specified time has arrived and no qualifications received thereafter will be accepted.

NOTE: Any delay due to traffic, weather, construction, mail or express delivery, mechanical failure or failure to locate the Purchasing Office, is not an exception to the deadline for receipt of qualifications. Please plan accordingly.

Completeness and Accuracy of Submitted Documents:

The County of Genesee shall not be held responsible for the completeness or accuracy of any documents received by a contractor that were not directly issued to that contractor by the Genesee County Purchasing Department.

Any contractor submitting qualifications based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Genesee County Purchasing Department.

It is HIGHLY suggested that all contractors interested in participating in this solicitation, contact the Genesee County Purchasing Department directly at the above address or telephone number to assure they have received the most accurate and up to date material concerning this contract.

Release of Information:

The County does not offer or supply anyone the list of people that have obtained a copy of the RFQ scope of services or cost estimates for the project prior to the opening of the RFQ.

NO EXCEPTIONS ARE MADE TO THIS POLICY.

References:

- a) A written description of the applicant's experience with residential rehabilitation projects of a similar nature, including project types, scope, and dollar values;
- b) A minimum of three (3) verifiable project references from comparable rehabilitation work completed within the past five (5) years;

Clarification of Submission Information:

Genesee County reserves the right to request verification, validation or clarification of any information contained in any of the submissions. This clarification may include checking of references and securing other data from outside sources, as well as from the Contractor.

Reference to Other Materials:

The Contractor cannot compel Genesee County to consider any information except that which is contained in its submittal, or which is offered in response to a request from the County. The Contractor should rely solely on its qualifications. The County, however, reserves the right, in its sole discretion, to take into consideration its prior experience with contractors and information gained from other sources.

Altering Submissions:

Qualifications cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time and date shall be initialed by the signer of the qualifications, guaranteeing authenticity. Submittals must be submitted in ink or typewritten. Penciling will not be accepted.

Amendment of Submittals:

A Submittal may not be amended. However, a Submittal may be withdrawn and resubmitted pursuant to (Withdrawal of Submittals) section above.

Withdrawal of Submittal:

A submittal may be withdrawn at any time prior to the submittal deadline. A Submittal may be withdrawn and resubmitted at any time prior to the submittal deadline. No qualifications may be withdrawn after the submittal deadline without the consent of Purchasing which may be withheld by Purchasing in its absolute discretion.

Qualifications Subject to Disclosure:

During the evaluation process, the content of each submittal will be held in confidence and details of any qualifications will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's qualifications contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelop as the qualifications. The proprietary or confidential data must be readily separable from the qualifications in order to facilitate eventual public inspection of the non-confidential portion of the qualifications.

Requests for exemption of the entire contents of a qualification from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Opening of Qualifications:

Under the Request for Qualifications process, sealed submittals will be received and opened in the Office of the Purchasing Director. Each submittal will be checked to determine if it is complete and meets the requirements of this Request for Qualifications. At and after opening, qualifications will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, submittals will be available for public inspection.

Cost for Submittal Preparation:

Any and all costs incurred by a firm in preparing or submitting qualifications are the contractors' sole responsibility. Genesee County will not reimburse any contractors for the costs incurred preparing qualifications, preparing or submitting additional information requested by the County, or for the participation in a selection interview

Elaborate Submissions:

Elaborate submissions in the form of brochures or other presentations beyond that necessary to present a complete and effective qualifications are neither required nor desired.

Right to Submitted Materials:

All responses, inquiries, or correspondence relating to or in reference to this RFQ, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the

contractor, will become the property of the County when received.

Minimum Conditions for Consideration:

To be considered, the contractor must, at a minimum, respond to the full scope of services specified in this RFQ. The contractor may provide suggested additions, enhancements or improvements to the scope of services, which, at the discretion of the County, may or may not be considered.

Genesee County reserves the right to:

1. Reject any or all submissions received in response to this RFQ;
2. Request additional information or clarification from any applicant;
3. Waive technical informalities or minor irregularities in any submission;
4. Modify, suspend, or cancel this RFQ at any time without obligation or liability; and
5. Reject the qualifications of a contractor who has previously failed to perform properly;
6. Negotiate as to any aspect of the qualifications with any contractor.
7. Waive any technical or formal defect in the submittal that is considered by Genesee County to be merely irregular, immaterial, or unsubstantial.
8. Make contractor selections and project assignments based upon program needs, funding availability, and compliance with all applicable requirements.

RFQ Acceptance:

Approval by designated committee will be followed by Legislature approval, with an actual “Approved Contractor List” approved by Genesee County Resolution.

Acknowledgements shall be made to the contractors whose qualifications are determined to be in the best interest of Genesee County based upon the evaluation of references, the award criteria and interviews, if conducted.

Contract Development:

If the County accepts a submittal, the County of Genesee intends to create an “Approved Contractor List” providing the qualifications which best meet the needs and requirements of the County. The content of the Request for Qualifications and the successful qualifications submitted will become an integral part of the contract with the property owner (VRP Applicant), but may be modified by provisions of the contract upon mutual agreement.

A contract approved by County of Genesee will be established between the property owner (VRP Applicant) and the Contractor. Be prepared to commence work within thirty (30) calendar days of executing a fully signed Contractor Agreement with the participating property owner (VRP Applicant).

The Contractor will be on the Approved Contractor List for the duration of the program in which funding is available unless they do not meet the requirements set forth in this RFQ.

Exception:

Any exception taken by the Contractor to the requirements and conditions of the specifications must be stated and described in detail as a part of the qualifications. If no exceptions or deviations are identified in this manner, the item must be furnished exactly as described herein.

Advertising:

In submitting its qualifications, the Contractor agrees not to use the results there from as a part of any news release or commercial advertising without written approval of the County.

Addenda:

Genesee County may, at any time by written notifications to all vendors, change any portion of the Qualifications described and detailed herein. These changes will be communicated to the contractors in the form of Addenda. Copies of addenda will be posted on the PlanetBids portal: <https://vendors.planetbids.com/portal/71274/portal-home> No Addenda will be issued later than forty-eight hours prior to the date and time for the receipt of offers, except an addenda withdrawing the Qualifications or addenda for postponement of the Qualifications due date/time.

Contractors shall ascertain prior to submitting their qualifications they have received all Addenda's issued and the acknowledge receipt of Addenda by the return of the signed Addenda form(s) with the Qualifications response. It is the responsibility of the Contractor to check the PlanetBid page for Addenda which may be issued on this Qualifications.

Reminder: It is the contractor's sole responsibility to verify the qualifications submittal includes any or all addenda.

Registration, Downloading, Addenda From Purchasing Web Site:

You must register with PlanetBids before you download either a RFQ or Addendum. Contractors are exclusively responsible for the downloading Addendums from the web site. It is imperative to check PlanetBid Purchasing System web page frequently right up to the RFQ closing date. By submitting a qualifications a contractor waives any claims related to the failure to keep so apprised.

Alternate Submittal:

An alternate submittal is viewed by Genesee County as a submittal describing an approach to accomplishing the requirements of the RFQ which differs from the approach set forth in the solicitation.

An Alternate submittal may also be a second qualifications submitted by the same contractor which differs in some degree from its basic or prime approach.

Alternate submittals may address the technical approach or other provision or requirements set forth in the solicitation.

Genesee County will, during the initial evaluation process, consider all alternate qualifications submitted. Genesee County reserves the right to reject any and all alternate qualifications should it be in the best interest of the County.

Certifications of Insurance/Workers' Compensation/Disability:

The contractor shall provide current Certificates of Insurance, Workman's Compensation/Disability as described in the attached Insurance Certification Form.

Proof of Worker' Compensation coverage is NOT acceptable when listed on the Insurance Acord. Please see further instructions on Workers' Compensation included with this submittal.

Governing Law:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of New York.

Independent Contractor

It is understood the contractor is an independent contractor and shall not be considered an agent of the County, nor shall any of the contractor's agents or employees be considered subagents for the County.

Disqualifications:

Genesee County reserves the right to disqualify any company upon convincing evidence of collusion with intent to defraud and to commit any other illegal practices on the part of the firm. Failure to comply with requests for insurance or bonding may also be grounds for disqualification. Genesee County reserves the right to reject any and all qualifications, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the County.

Iranian Energy Sector Divestment:

By submission of this qualification, each contractor and each person signing on behalf of any contractor 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 its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 65-a of the State finance law.

Corporate Compliance:

Contractors are subject to the County's Compliance Program to the extent that the contractors are affected by the County's Compliance risk areas within the scope of their contracted authority and affected compliance risk areas.

Contractors failure to adhere to Genesee County's Compliance Program could result in termination of the contract as per County's Terms and Conditions.

COUNTY OF GENESEE
Purchasing Department
15 Main Street
Batavia, New York 14020

**GENERAL TERMS AND CONDITIONS
FOR QUALIFICATIONS**

1. Each response shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time set in the advertisement for the deadline. *If the Submittal is a physical submission, the sealed envelope shall have the information noting the service and date and time of deadline. This information must be affixed to the outermost packaging to be easily identified by Purchasing personnel as a sealed Submission.*

2. Submittals shall be submitted on Genesee County RFQ Forms, unless otherwise indicated in the RFQ specifications, or Qualifications will not be considered. Submittals must be typed or printed in ink. Original autograph signatures in ink are required.

3. Any change in wording or interlineation by Contractor of the inquiry as published by the County of Genesee shall be reason to reject the Qualifications of such Contractor, or in the event that such change in the RFQ is not discovered prior to placing contractor on the "Approved Contractor List", to void the Submittal pursuant to such RFQ.

4. **AWARDS/NOTIFICATIONS.**

If the County accepts a submittal, the County of Genesee intends to create an "Approved Contractor List" providing the qualifications which best meet the needs and requirements of the County. The content of the Request for Qualifications and the successful qualifications submitted will become an integral part of the contract with the property owner (VRP Applicant), but may be modified by provisions of the contract upon mutual agreement.

A contract approved by County of Genesee will be established between the property owner (VRP Applicant) and the Contractor. Be prepared to commence work within thirty (30) calendar days of executing a fully signed Contractor Agreement with the participating property owner (VRP Applicant).

The Contractor will be on the Approved Contractor List for the duration of the program in which funding is available unless they do not meet the requirements set forth in this RFQ.

5. Contractors are to furnish all information requested in the spaces provided on the RFQ forms. Further, as may be specified elsewhere, each Contractor must submit with their Qualifications cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Qualifications in non-compliance with these requirements will be subject to rejection.

6. This Executor Clause shall be a part of any agreement entered into pursuant to the Request for Qualifications procedure:

It is understood by the parties that the agreement shall be executory only to the extent of the monies available to the County of Genesee and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

7. No taxes are to be billed to the County of Genesee. Submittals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.

8. The successful Contractors shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.
9. The successful Contractor to whom a contract is awarded shall indemnify and hold harmless the County of Genesee and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to an RFQ.
10. The successful Contractor to whom a contract is awarded shall not assign, transfer, convey, sublet or otherwise dispose of a contract or the successful Contractor's right, title or interest therein, or the successful Contractor's power to execute such contract to any other person, firm or corporation without the express prior written consent of Genesee County, in accordance with New York State General Municipal Law, Section 109.
11. The base Qualifications shall remain firm and any other charges proposed shall also remain firm, for delivery of services or goods described in the RFQ.
12. Any contract entered into pursuant to an RFQ may be terminated at any time, without cause, during the term of the contract by Genesee County through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than ninety (90) days prior to the desired termination date.
13. In executing an RFQ, the Contractor affirms that all of the requirements of the specifications are understood and accepted by the Contractor. The County will not be responsible for any errors or omissions on the part of the Contractor in preparing their Qualifications.
14. "The NYS Right to Know Law and the OSHA Hazard Communication Standard (29CFR 1920.1200 - Revised August 24, 1987) require that Manufacturers prepare and submit to the County of Genesee a Material Safety Data Sheet for any product(s) that have been evaluated and determined to contain hazardous substances. (PLEASE SUBMIT WITH INITIAL SHIPMENT AN APPROPRIATE MATERIAL SAFETY DATA SHEET FOR EACH PRODUCT, WHERE APPLICABLE)"
15. Samples may be requested as a part of the solicitation or after the opening of Bid/RFQs. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at Contractor's expense. Contractor's request for return of samples must be made no later than the date on which they are furnished. Contractor shall label each sample individually with their name and item number.
16. The Contractor shall be fully accountable for his or its performance under an RFQ, or any contract entered into pursuant to an RFQ, and agreed that the Contractor, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contractor or the contractor's performance.
17. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning only the best commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. It is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
18. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this RFQ prior to delivery, it shall be the responsibility of the successful Contractor to notify the County of Genesee at once, indicating in his letter the specific regulation which requires such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

19. Discrimination - The successful Contractor agrees:
- (A) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, Military Veteran status or arrest record, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Genesee County is an Equal Opportunity Employer.
 - (B) That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under a contract on account of race, creed, color, sex, national origin, age, disability, marital status or Military Veteran status.
 - (C) That a contract may be canceled or terminated by the County of Genesee and all monies due, or to become due, may be forfeited for a violation of the terms and conditions of a contract.
20. Joint Submissions will not be accepted. For purposes of the specifications, the term joint Submissions shall include, but is not limited to, any Qualifications submitted jointly by two or more vendors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Qualifications or to be formed for the purpose of entering into a contract pursuant to such Qualifications.
21. Requests for interpretation of specifications should be addressed in writing, or orally, to Purchasing personnel and must be received prior to the date fixed for the RFQ deadline. Any and all interpretations and supplemental instructions will be made in the form of written addenda to the specification. The County will make every reasonable effort to notify specification holders when an addendum is issued, and all addenda will be available for inspection at least twenty-four (24) hours prior to an RFQ deadline (except notices of RFQ postponement or cancellation, which may be made up to the scheduled RFQ opening time). Failure of any Contractor to receive such addendum shall not relieve such Contractor from any obligation under the Qualifications as submitted. Any and all addenda shall become part of the RFQ and contract.
22. If requested in writing by the County of Genesee, Contractor must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Contractor can provide the commodities and/or service(s) specified.
23. The successful Contractor(s) shall be notified by means of an award letter and/or purchase order that the Qualifications has been accepted. The mailing of either award letter or a valid purchase order shall constitute a contract between Genesee County and the successful Contractor(s).
24. When required by Genesee County, the successful Contractor shall execute a standard form Agreement with Genesee County which incorporates all the terms and conditions of the contract between the parties. Such Agreement shall be executed within fourteen (14) days of notification, by which time the contractor shall also have supplied all required bonds and insurance.
25. A contract resulting from RFQ solicitation will constitute the entire and integrated Agreement between the parties. No other terms or conditions will become part of an Agreement unless they are approved in writing by both parties and attached to an Agreement or Addendum. Additional terms and conditions must be included with the qualifications, prior to the submission deadline.
26. Payments will be made by the County after goods and/or services have been rendered and are complete. Payment will be made upon submittal of a complete invoice. If a Purchase Order is required, the Purchase Order must also be properly completed and submitted with invoice to insure payment. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. Any delivery of product or service which does not meet the requirements of the contract may be rejected or accepted on an adjusted price basis as determined by the County. In any case

where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

27. Any bond(s) and/or insurances required must be on a form acceptable to Genesee County, and must be issued only by companies licensed to do business in New York State by the New York State Commissioner of Insurance. Insurance policies must name Genesee County as "Additional Insured". Certified checks or standard form letters of credit may be submitted in lieu of a bond, subject to acceptance by Genesee County as to sufficiency and form.
28. Genesee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
29. By submission of this Qualifications, each bidder and each person signing on behalf of any Proposer certifies, and in the case of a joint Qualifications each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>
30. Awarded contractor shall agree to indemnify and hold harmless the County of Genesee and its agents, employees and volunteers against all claims arising or resulting from work performed, materials handled and services rendered or to be rendered to the County of Genesee under any contract or agreement executed by the County of Genesee and the vendor.
31. Unless the Contractor specifically notes otherwise, a Qualifications submittal shall be to furnish all items/services exactly as specified, in complete conformance to all terms, conditions and specifications. Any exception proposed by a Contractor must be clearly noted in unambiguous writing and submitted with the Qualifications before the RFQ deadline.
32. The complete legal name of the firm or corporation shall be used when executing RFQ documents. Do not abbreviate. If a corporation, use the name as it appears on the corporate seal.
33. Any manufacturer's names, trade names, brand names, information and/or catalog numbers used within an RFQ are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.
34. Safety Procedures - A contractor who contracts with Genesee County agrees to adopt and utilize the safety policies and programs of the County of Genesee in the performance of its contract with the County and to abide by its terms. Where applicable, the contractor shall acknowledge a copy of the safety policies and programs of Genesee County. The contractor shall not deviate from said policies and programs or substitute its own safety program unless approved by the supervisor of the department for whom the services are being performed, said supervisors being so designated in the contract document.
35. In the event any item or items in this RFQ are made available to the County on a New York State Government contract at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under the NYS Government contract.

36. Suspension and Debarment:

Vendors must be vetted using the United States Federal Government's System for Award Management (SAM) before the purchase and/or contract is completed, for any purchase of \$25,000 or more. Vendors must be run through this system before each purchase to ensure that they are not suspended, debarred, declared ineligible or voluntarily excluded from eligibility for covered transactions by any federal departments or agencies who are not allowed to receive Federal funds.

Departments must notify either the Purchasing Department or the County Treasurer to request a vendor check before the purchase is made. All vendors will be required to register on the SAM website. If a sub recipient is going to make a purchase using Federal funding, they must check the status of the vendor in SAM, or they can request a check through the Genesee County Purchasing Department or the Genesee County Treasurer. The sub recipient will need to communicate the vendor status to the project director and this communication must be documented.

37. All Contracts awarded, in part or in whole designated to be in receipt of Federal funding must adhere to the 49 CFR Title 2 Part 200 and regulations set forth by the Office of Management and Budget(OMB).

Insurance

1. Policy Commencement

Insurance shall be procured by the successful bidder before commencing any work. Insurance shall be obtained and be in effect no later than fourteen (14) days after notice of award is received and the insurance shall be maintained without interruption for the duration of the contract, and shall be in the kinds and amounts as specified herein pursuant to the Standard Insurance Certificate.

2. Proof of Insurance

- a. One copy of the policy and/or binder shall be filed with the Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020.
- b. All insurance shall be executed by an insurance company/agency or broker who is licensed by the Insurance Department of the State of New York. County of Genesee to be named as additional insured.
- c. All certificates of insurance shall be endorsed verbatim:

“In the event of any alteration, non-renewal, interruption or cancellation of the policies of insurance, the insured and the insurer shall give at least thirty (30) days advance written notice of any of the alteration, non-renewal, interruption or cancellation. Said notice to be made in writing to the Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020, before such said alteration, non-renewal, interruption or cancellation shall be effective.”

(01/14/2026)