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# HARRIETSTOWN HOUSING AUTHORITY

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Requests for Proposals  
Security Camera System

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November 16, 2020

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### *Attachments*

- A Residential Floor Plan – Lake Flower
- B HUD Maintenance Wage Rate Decisions
- C Forms WH-374 and WH-375
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- F. Form HUD-5369-B (Instructions to Offerors / Non-Construction)
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**Harrietstown Housing Authority  
14 Kiwassa Road, Suite 1  
Saranac Lake, NY 12983  
Telephone: 518-891-3050 / Fax: 518-891-3630**

**PUBLIC/LEGAL NOTICE**

**REQUEST FOR PROPOSALS  
SECURITY CAMERA SYSTEM**

The Harrietstown Housing Authority (HHA) invites proposals for removal of all hardware associated with existing security camera system, and purchase and installation of a new security camera system at the offices and residential complexes associated with the HHA, Saranac Lake, New York.

All those interested in submitting a proposal are required to contact the HHA's Facilities Manager at 518-891-3050 ext. 103 to schedule a site visit to assess and understand the sites and conditions prior to proposal preparation and submittal.

Proposals are to be sent or hand delivered to the Harrietstown Housing Authority at 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983 in care of Sarah A. Clarkin, Executive Director. All proposals shall be submitted in a sealed envelope, return address provided, with the words, "Harrietstown Housing Authority – Security Camera System – Solicitation #201116 – 001 - Due January 22, 2021" clearly printed on the front. All proposals must be received prior to 2pm, Friday, January 22, 2021.

The RFP can be obtained by (1) visiting [www.harrietstownha.org](http://www.harrietstownha.org); (2) emailing [sclarkin@harrietstownha.org](mailto:sclarkin@harrietstownha.org); or (3) calling 518-891-3050 ext. 107.

All proposals shall be submitted on the form provided. Proposals arriving late or in unsealed or unlabeled envelopes shall not be accepted. Opened proposals are irrevocable for a period of forty-five (45) calendar days after opening.

The top three ranked firms shall be invited to make a presentation to a committee of staff and commissioners.

Section 3 business concerns, minority- and/or women-owned businesses are encouraged to submit proposals.

The HHA reserves the right to reject any or all proposals.

Solicitation Number #201116-001

Sarah A. Clarkin, PHM  
Executive Director, Harrietstown Housing Authority

## 1. GENERAL INFORMATION

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The Harrietstown Housing Authority (HHA) invites proposals for removal of all hardware associated with existing security camera system, and purchase and installation of a new security camera system (including all associated recording devices, hardware, any applicable wiring, and labor) at the offices and residential complexes associated with the HHA, Saranac Lake, New York

The HHA owns and manages two properties.

The Lake Flower high-rise is a nine-story structure at 14 Kiwassa Road, Saranac Lake. It houses both the HHA offices, 78 residential units, common spaces, and two parking areas. The Algonquin complex at 240 George LaPan Memorial Highway, Saranac Lake, includes a community building, five townhouse style structures with a total of 35 residential units, and two parking areas.

## 2. EXISTING CONDITIONS

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- A. All cameras are analog. System records continuously and stores video for twenty (20) days
- B. Lake Flower High Rise. There are five interior and three exterior cameras. Coverage is as follows:
  - 1. Interior Coverage
    - a. West Side Entrance
    - b. East Side Entrance
    - c. First Floor
      - 1) Area Outside Elevators
      - 2) Rear Hallway
    - d. Second Floor Community Room
  - 2. Exterior Coverage
    - a. West Side Entrance
    - b. West Side Parking Area
    - c. East Side Parking Area (partial)
- C. Algonquin Complex. There are four cameras, all interior
  - 1. Interior of Community Building
    - a. Laundry Room
    - b. Entrance/Mailbox Area (2)
    - c. Community Room

## 3. PROJECT SCOPE

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- A. Goals
  - 1. Safeguard resident, staff, and visitor health and safety – indoors and outdoors
  - 2. Video quality providing facial recognition and/or other identifying characteristics
  - 3. User-Friendly
    - a. Easy to operate/maintain
    - b. Reliable, reputed to have few problems, malfunctions
    - c. Durable, difficult to damage

4. Reasonably priced
  5. Expected life of 10+ years
- B. Final Product Will:
1. Expand area of coverage per project requirements
  2. Ensure facial recognition and/or other identifying characteristics
  3. Allow for remote viewing of live video
  4. Store video for minimum of thirty (30) days
- C. Required Coverage
1. Lake Flower Apartments
    - a. Interior Coverage
      - 1) West Side Entrance
      - 2) East Side Entrance
      - 3) Service Entrance
      - 4) First Floor Lobby/Hall
      - 5) All Staff Office Entrances
      - 6) Community Room (second floor)
      - 7) Community Restroom Entrance (second floor)
      - 8) Access to Meeting Room (second floor)
      - 9) Residential Floors Two through Nine (per Attachment A)
      - 10) Elevator Interiors (2)
    - b. Exterior Coverage
      - 1) West Side Parking
      - 2) East Side Parking
      - 3) Stairs to West Side Entrance
      - 4) Stairs to East Side Entrance
      - 5) Front of Building
      - 6) Rear of Building
      - 7) Area under Carport
      - 8) Roof
  2. Algonquin Complex
    - a. Interior Coverage – Community Building
      - 1) Laundry Room
      - 2) Entrance/Mailbox Area
      - 3) Community Room
    - b. Exterior Coverage
      - 1) Community Building – All Sides
      - 2) Parking Areas
      - 3) Residential Buildings – Fronts and Sides

#### 4. PROJECT REQUIREMENTS

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- A. As applicable, contractor(s) must be licensed to perform all aspects of the contract in the State of New York.

- B. Contractor(s) must not currently be suspended or debarred from any governmental contract or have been so within the last five (5) years.
- C. All contractor personnel working on-site must be identifiable.
- D. The project must begin and end in one phase/mobilization.
- E. Work must start at or after 8AM and end at or before 5PM.
- F. All work must occur on weekdays; no weekend work.
- G. The HHA is a no-smoking property. Smoking is prohibited everywhere on the property, both indoors and outdoors.
- H. Contractor is responsible for removing all project-related debris from the site and disposing of it in accordance with all applicable local, state, and/or federal regulations.
- I. In compliance with the established HUD Maintenance Wage Rate Decision (Attachment B), the selected Contractor(s) shall provide the Housing Authority with payroll information as itemized. Information shall be received by the Housing Authority within two weeks of the last day of any pay period. Forms WH-347 and WH-348 (Attachment C) are made available to facilitate this reporting and submission.
- J. This project is subject to Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968. The Section 3 Clause is found in Attachment D.
- K. Following date of issuance of Notice to Proceed, the project shall be completed within 120 calendar days. If the project is not completed by 5pm, 120 calendar days after date of issuance of Notice to Proceed, the Contractor shall pay to the Owner liquidated damages of \$250/day. (This provision is waived if failure to complete is not the fault of the Contractor.)

## **5. PREPARING PROPOSALS**

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- A. The RFP can be obtained by (1) visiting [www.harrietstownha.org](http://www.harrietstownha.org); (2) emailing [sclarkin@harrietstownha.org](mailto:sclarkin@harrietstownha.org); or (3) calling 518-891-3050 ext. 107.
- B. All those interested in submitting a proposal are required to contact the HHA's Facilities Manager at 518-891-3050 ext. 103 to schedule a site visit to assess and understand the sites and conditions prior to proposal preparation and submittal. Proposals from bidders who have not visited the sites with the HHA's Facilities Manager shall not be accepted.

- C. All proposals shall be submitted on the form provided. Proposals arriving late or in unsealed or unlabeled envelopes shall not be accepted.
- D. Incomplete proposals, meaning those lacking required signatures, initials, forms, and certifications, shall not be accepted.
- E. If any entity preparing a proposal identifies discrepancies or omissions in this RFP, or the intended meaning is unclear, they should send a written request for clarification or interpretation to the HHA's Executive Director.

## **6. PROPOSAL CONTENTS**

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Each proposal should include the most favorable terms that can be offered.

- A. Company Description. Provide general information, including but not limited to: location(s), number of employees and their positions, year established.
- B. Experience. Provide a list of five (5) previously completed projects which are similar in scope. The list shall include:
  - 1. Project name and description
  - 2. Owner name, contact person, phone number, email
  - 3. Year completed
  - 4. Cost of project
- C. Project Details. The proposed system's design and performance, including, but not limited to description of hardware/software, layout, operation, and plans for installation.
- D. Verifiable record of system's reliability; durability; integration; serviceability; maintenance; and warranty.
- E. Details of training.
- F. Project Schedule with mile markers defined.
- G. Ongoing service and support:
  - 1. Days and hours
  - 2. Guaranteed response time via phone, virtual connection, and on-site (if needed)
- H. Pricing:
  - 1. Lump sum for removal of existing hardware and software



2. Lump sum for purchase of new system
  3. Lump sum for labor associated with install and operation of new system
  4. Associated present and/or future costs, as applicable:
    - a. Upgrades/downgrades
    - b. Subscriptions
    - c. Warranties
    - d. Support
    - e. Training
    - f. Other
- I. Acknowledgement in writing that any software will be properly licensed to the HHA.
- J. If applicable, certification of Section 3, Minority, and/or Women Business Enterprise status.
- K. Proof of insurance (see Section 8, below).
- L. Completed Collusion Form (Attachment E).
- M. Initialed acknowledgements as provided on Proposal Form.

If this RFP is amended, all terms and conditions which are not modified remain unchanged.

## **7. SUBMITTING PROPOSALS**

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Proposals are to be sent or hand delivered to the Harrietstown Housing Authority at 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983 in care of Sarah A. Clarkin, Executive Director. All proposals shall be submitted in a sealed envelope with the words, "Harrietstown Housing Authority – Security Camera System – Solicitation # 201116 - Due January 21, 2021" clearly printed on the front. All proposals must be received prior to 2pm, Friday, January 21, 2021.

## **8. INSURANCE REQUIREMENTS**

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Contractor must have the following minimum coverages:

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

All Certificates of Insurance shall name the HHA as Additional Insured and be provided prior to beginning work.

## 9. RANKING OF PROPOSALS

The top three ranked firms shall be invited to make a presentation to a committee of staff and commissioners. Opened proposals are irrevocable for a period of forty-five (45) calendar days after opening.

Proposals will be reviewed and ranked based on the following criteria:

Criteria	Possible Points
System <ul style="list-style-type: none"> <li>• Coverage of areas identified in RFP</li> <li>• Capable of facial recognition / other identifying characteristics</li> <li>• Ease of operation/maintenance</li> <li>• Ability for remote viewing of live video</li> <li>• Reputation re: reliability and durability</li> <li>• Storage for minimum of thirty (30) days</li> <li>• Expected life of 10+ years</li> </ul>	25
The Firm <ul style="list-style-type: none"> <li>• Capability / Capacity</li> <li>• References</li> <li>• Ongoing Support</li> <li>• Response Time (remote and on-site)</li> <li>• Response to RFP (completeness/comprehensiveness)</li> <li>• Evidence of required insurance</li> </ul>	25
Installation <ul style="list-style-type: none"> <li>• Approach</li> <li>• Schedule</li> <li>• Transition to new system</li> </ul>	20
Cost	25
Section 3, Minority, and/or Women Business Enterprise	5
<b>Total</b>	<b>100</b>

The HHA reserves the right to reject any and all offers if in the HHA's interest. The HHA may accept other than the lowest offer. The HHA may waive informalities and minor irregularities in offers received. It may also award more than one contract for all or part of the requirements stated.

## **10. PRESENTATIONS**

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Within ten (10) business days of the RFP due date, the top three ranked firms shall be invited to make a presentation to a committee of staff and commissioners. Presentations will be scheduled for the week of February 22, 2021.

Depending on conditions associated with the COVID-19 pandemic, presentations may be virtual.

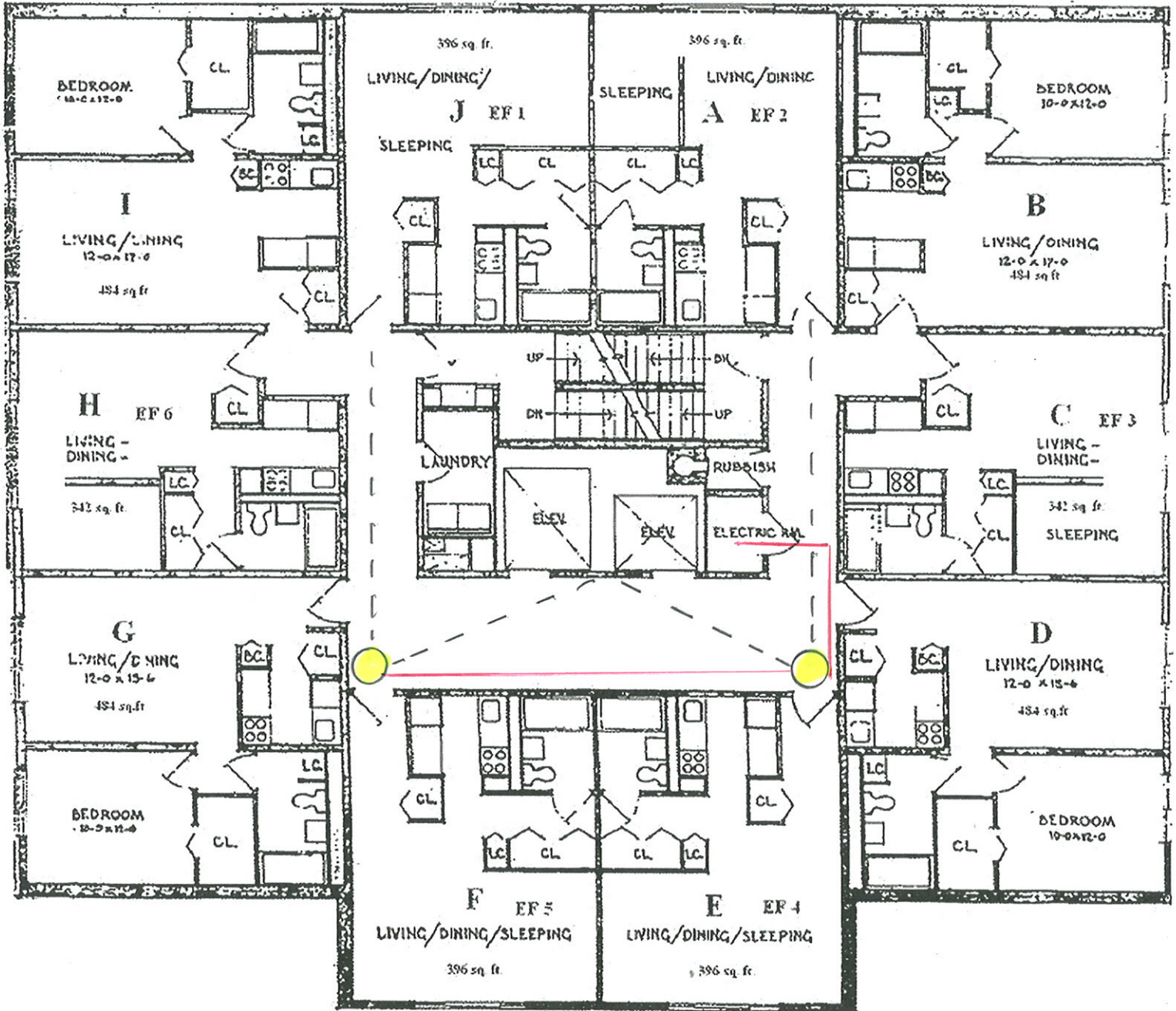
Each firm shall have no more than one hour, uninterrupted, to present its proposal. If presentations are virtual, the Share Screen function is strongly encouraged. Following the presentation, the committee will have no more than one hour to ask questions and seek additional information.

## **11. AWARD OF CONTRACT**

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- A. Negotiation. The HHA reserves the right to negotiate with any entity submitting a proposal to alter, clarify, or further enhance the project scope, proposal and/or any contract arising out of the acceptance of the proposal.
- B. Award Process. The HHA reserves the right to make an award without further discussion of any proposal submitted.
- C. Notice of Award. A written Notice of Award shall be furnished to the selected entity(ies) within ten (10) business days of final presentation and shall result in a binding contract without further action by either party(ies).

ATTACHMENT A  
Residential Floor Plan - Lake Flower



TYPICAL FLOOR PLAN

2nd thru 9th Floors

52,254 total sq. ft.

LAKE FLOWER  
APARTMENTS

Yellow circles note proposed camera locations on floors 2 through 9

# security camera angle location

4 images, June 2014



Proposed locations of cameras on floors 2 through 9



<b>Maintenance Wage Rate Decision</b>		<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>		<b>HUD FORM 52158 (06/2006)</b>	
Agency Name:  <b>Harrietstown Housing Authority</b>		LR 2000 Agency ID No:		Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance	
		Effective Date: <b>10/27/2020</b>		Expiration Date: <b>06/31/2021</b>	
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>					
<u><b>Gary J. Kinsel, Labor Relations Specialist</b></u> HUD Labor Relations (Name, Title, Signature)		<u><b>10/27/20</b></u> Date			
WORK CLASSIFICATION(S)		HOURLY WAGE RATES			
		BASIC WAGE		FRINGE BENEFIT(S) (if any)	
LABORER		\$ 18.23		.	
ELECTRICIAN (low voltage, cabling, teledatra)		\$36.00		NONE REQUIRED	
CARPENTER		\$21.55			
				<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.  (HUD Labor Relations: If applicable, check box and initial below.)  _____ LR Staff Initial	
				<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>	



Wage and Hour Division

## PAYROLL

**(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*



Rev. Dec. 2008

OMB No.:1235-0008  
Expires: 04/30/2021

[illegible]

ATTACHMENT C

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

ATTACHMENT D  
SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
- Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
  - Preference and opportunities for training and employment shall be given to Indians; and
  - Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION

State of \_\_\_\_\_)ss.

County of \_\_\_\_\_)

City/Town/Village of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ ,  
(owner, or member of firm or president, or other title of officer)

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

\_\_\_\_\_  
Signature of Bidder

Subscribed and sworn to before me this \_\_\_\_\_, day of \_\_\_\_\_

My commission expires \_\_\_\_\_.

If oath is taken outside of New York State, a County Clerk's certificate as to the Authority of the Officer administering the oath must be attached,

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT G  
PROPOSAL FORM

I. TO:

Owner

Harrietstown Housing Authority

14 Kiwassa Road, Suite 1

Saranac Lake, NY 12983

II. FOR:

Project: Security Cameras

Locations: 14 Kiwassa Road, Saranac Lake, NY 12983

240 George LaPan Memorial Highway, Saranac Lake, NY 12983

III. SUBMITTED BY:

Full Name\_\_\_\_\_

Street Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Phone\_\_\_\_\_

Email\_\_\_\_\_

IV. DATE:

\_\_\_\_\_

V. OFFER:

- A. Having reviewed the Request for Proposals, visited the site locations, and verified details of the project sites, we, the undersigned, propose the following lump sum amounts to perform the work

1. Removal of existing hardware and software

\$ \_\_\_\_\_  
(number)

\_\_\_\_\_  
(spelled out)

2. Purchase of new system

\$ \_\_\_\_\_  
(number)

\_\_\_\_\_  
(spelled out)

3. Labor associated with install of new system

\$ \_\_\_\_\_  
(number)

\_\_\_\_\_  
(spelled out)

4. Associated present and/or future costs, as applicable (detail, please). Add additional sheets as necessary.

Cost	Detail

The Housing Authority is tax exempt.

All applicable federal, state, and local sales taxes are excluded.

VIII.REQUIRED ATTACHMENTS AND/OR ACKNOWLEDGEMENTS:

Via initials in the blanks below, I acknowledge the review, completion, and/or attachment, as applicable, of the following:

1. \_\_\_\_\_ HUD Maintenance Wage Rate Decisions (Attachment B)
2. \_\_\_\_\_ Section 3 Clause (Attachment D)
3. \_\_\_\_\_ Certificate of Non-Collusion (Attachment E)
4. \_\_\_\_\_ Instructions to Offerors: Non Construction – Form HUD-5369-B (Attachment F)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position