

NEW CITY PLAZA

RESIDENTIAL MOVING SERVICES

REQUEST FOR QUOTATION (RFQ)

September 8, 2022

Housing Connect

3595 South Main Street, Salt Lake City, Utah 84115

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

[Table of Contents](#)

BACKGROUND	2
<i>Subject Property and Unit Descriptions</i>	2
<i>Resident Population</i>	2
CRITICAL DEADLINES AND SCHEDULE FOR SUBMISSIONS AND CONTACT	2
SCOPE OF WORK	3
<i>Minimum Project Standards to be Met and Addressed in Response</i>	3
<i>Move Types Which May Be Required by the Project</i>	3
<i>Additional Services That May Be Necessary to Be Proposed and Priced</i>	3
<i>Items to Be Noted in Proposal Where Applicable</i>	4
INSURANCE REQUIREMENTS	4
MINIMUM SUBMISSION REQUIREMENTS	4
EXHIBIT A: COST PROPOSAL WORKSHEET	6
Pricing Table.....	6
<i>Per Unit Pricing for Additional Services That May Be Requested</i>	7
ATTACHMENT B: BID SUBMITTAL FORM	8
ATTACHMENT C: HUD Form HUD-5369-B	8
ATTACHMENT D: HUD Form HUD-5369-C	9
ATTACHMENT E: Section 3 Requirements	10

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

BACKGROUND

Housing Connect is requesting bids for residential moving services for New City Plaza in Salt Lake City, UT. This is for the relocation of personal property in resident units and common areas. The work is referred to hereinafter as the Project.

Subject Property and Unit Descriptions

The subject properties are:

County High Rise/City Plaza: 1966 South 200 East, Salt Lake City, UT 84115

What is required will be the phased move of an estimated 250 households. Moves will be in 3 phases of 74 to 89 units between December 2022 and end of 2023. The successful bidder will be responsible for helping the residents pack their personal belongings and will be moving their belongings and furniture. Careful attention is needed for this process. The selected vendor is expected to handle the resident's possessions with care and will be required to label each moving box or crate so that things do not get mixed up in the moving process. The movers will need to label each box with the resident's apartment number. It is important to stay organized so that there is minimal impact to the residents. After the residents have been relocated to their new apartment the successful bidder will then assist the residents with unpacking their belongings. The movers are expected to be patient with the residents and happy to assist them.

Please note that several residents also have pets living with them. The movers need to be mindful and respectful of the resident's pets when moving from one unit to another.

Resident Population

The resident population consists of seniors over the age of 55 and disabled persons. Many households are disabled and have been long-time residents at the properties. There are no assisted living properties. Extreme care, patience, respect, and diligence is expected on the part of the successful bidder.

CRITICAL DEADLINES AND SCHEDULE FOR SUBMISSIONS AND CONTACT

RFQ CONTACT: Emily Cooper procurement@housingconnect.org
Bidders are not to make contact with any other persons related to the Project.

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

PRE-BID SITE WALK THROUGH: A walk through is scheduled for representative units for interested bidders. The Site Walk will take place on Wednesday September 21st, at 10:00 AM. **THE SITE WALK THROUGH IS MANDATORY AND BIDS WILL NOT BE CONSIDERED IF YOUR COMPANY IS NOT AT THE PROPERTY TO SEE THE UNITS.** Please RSVP to Emily Cooper at procurement@housingconnect.org

DEADLINE FOR SUBMISSION: Thursday October 6, 2022, at 4:00 PM MDT.

BID SUBMITTAL: Email ONLY to Emily Cooper at procurement@housingconnect.org

SCOPE OF WORK

In order to move the households described above, the following scope of services is required to be provided as part of a NOT TO EXCEED proposal.

Minimum Project Standards to be Met and Addressed in Response

- Provide supervision at the origin and destination.
- Supply all labor, materials, equipment, fuel and other required inputs to complete the Project.
- Include any and all personal property outside the dwelling and on the property as designated by the resident in the move out and in process.
- Provide FULL-VALUE replacement insurance for the moves.
- Provide a COVID-19 response plan and protocols including, but not limited to, conducting daily temperature checks of staff and having staff replacement contingency plans for staff who are fit and well for work on move days.
- Provide **full value replacement cost insurance** for the personal property. **YOU MUST BE ABLE TO PROVIDE. INABILITY TO PROVIDE INSURANCE WILL BE AN AUTOMATIC DISQUALIFICATION OF YOUR BID.**
- Base all bid proposals upon the normal daily working schedule at straight time rates. Indicate any upcharges for Saturday moves. No moves will be scheduled on Sunday's.

Move Types Which May Be Required by the Project

- **One-way Transfer Move to Permanent Housing Unit (onsite):** Pack, load, cart, unload, unpack and place all belongings at the resident's current unit housing unit, as directed by resident. Move directly into renovated unit.

Additional Services That May Be Necessary to Be Proposed and Priced

- Provide line item for unit clean out (debris removal, haul off and broom cleaned units)
- Disconnection and reconnection of appliances and the following personal property: **Entertainment devices and other electronics and appliances such as microwave ovens. Please indicate any items that you will not dis-connect and reconnect.**

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

Items to Be Noted in Proposal Where Applicable

- Indicate any personal property that you will not pack and move that are excluded items in your bid.
- Please indicate any items you will not pack and or move in your bid.

All work performed under this bid shall be accomplished in a professional manner and in accordance with best practices applicable within the industry. The bid submittal shall be a fixed, guaranteed bid. Revival and/or the Owner reserve the right change or cancel this request for bid and reject any and all bids. Revival will notify you in writing of any changes to these specifications or of their cancelation.

INSURANCE REQUIREMENTS

Contractor shall require its carrier to place the Owner and Revival on its insurance policy as an additional insured and provide Certificates of Insurance, from an insurance company authorized to do business in the State of Utah, certifying that Contractor, and the Owner and Revival, as an additional insured, is covered by commercial general liability insurance with bodily injury and property damage in a minimum amount of \$1,000,000 per occurrence and that Contractor is covered by automobile liability insurance in the minimum amount of \$1,000,000 per occurrence. Additionally, the Contractor shall obtain Worker's Compensation insurance in accordance to State law.

Full Value Replacement Insurance of up to \$5,000 per unit is to be provided by the Contractor.

MINIMUM SUBMISSION REQUIREMENTS

We are seeking more than just a price quote and/or hourly rate sheet. Any potential bidder who is not comfortable with submitting a well-constructed proposal are encouraged not to submit.

Bid submission **MUST** include the following without exception. **Any proposal that does not include these minimum requirements will be rejected as non-responsive:**

- Description and history of bidder including years in business, licenses and registration numbers applicable, and listing of similar projects completed including the tenant population, number of moves, and length of project.
- Contact information for project delivery and billing.
- Indication of the bidders of supervisor or project manager and their qualifications.
- Approach to project and methods used to overcome time delays.
- Completed Exhibit A - Cost proposal showing the NOT TO EXCEED total for your services including moving labor, material and storage. You must

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

also show the total cost of moving and storage services for each unit type multiplied by the number of units provided. Feel free to add additional columns, rows, and other information that fully explain your proposal.

- General and professional liability insurance certificate and proof that bidder can provide full value replacement insurance.
- At least three references for the relocation of residential tenants (preferably low-income senior housing tenants) including the number of units actually moved and the number of moves performed in a single day and average per phase. In order to be considered a responsible bidder these references must be for only multi-unit, phased relocation of residential tenants. Vendors without such experience need not submit their proposals.
- COVID-19 response plan.
- Listing of services bidders is un-able or un-willing to provide.
- Listing of any services the bidder may subcontract; NOTE, teaming and partnerships are welcome where companies have experience working with each other to deliver Projects together.
- Include no more than 10 pages per response. Maximum pages exclude any cover sheet, cover letter, table of contents, copies of insurance and licenses, and resumes. Please exclude marketing materials.

Housing Connect reserves the right to reject all proposals. Housing Connect reserves the right to terminate any contracts awarded at their discretion should the selected proposer not perform as required. Housing Connect reserves the right to enter into multiple contracts or enter into an exclusive contract for the Project.

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

EXHIBIT A: COST PROPOSAL WORKSHEET

Note: Bidder must include this proposal form with a quote. Submission of pricing sheet and bidder identification required. Bidder MAY substitute this worksheet with their own, so long as it includes the information being requested below.

Cost Proposal

Having carefully examined the bid packet for the above referenced Project, for the Owner, as well as the premises and conditions affecting this work and all other related documents, I propose to furnish all labor, equipment, insurance, materials, and meet all required safety protocols including those for COVID-19 necessary to complete the work for the price shown below.

Estimated Not to Exceed \$ _____ as described in the table below.

Pricing Table

Service for On-site Move - One Way Moves	Hourly Rate Per Person	Number of Persons to Complete	Total Hours to Complete	Total Units	Not to Exceed Price
Pack 1-bedroom Unit				241	
Move 1-bedroom Unit				241	
Un-pack 1-bedroom Unit				241	
Total One-Way Move Cost Including All Packing Materials, Labor, and Full Value Replacement Insurance Cost					

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

Per Unit Pricing for Additional Services That May Be Requested

- **Storage for one-bedroom unit per month:** _____
- Off-haul and Trash-out: _____

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

ATTACHMENT B: BID SUBMITTAL FORM

THIS FORM MUST BE SUBMITTED WITH THE BID

Bid Submitted By:

Company Name:

Address:

By (Signature): _____

By (Printed Name): _____

Title: _____

Telephone: _____

Email: _____

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

HUD FORM 5369 B (INSTRUCTIONS TO OFFERORS – NON-CONSTRUCTION)

Document on following page

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:]

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

HUD FORM 5369 C (CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS)

Document on following page

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

NEW CITY PLAZA
REQUEST FOR QUOTE - RESIDENTIAL MOVING SERVICES

SECTION 3 CLAUSE AND SECTION 3 STATEMENT (HUD 24 CFR PART 135)

Document on following page



**SECTION 3 CLAUSE
AND SECTION 3 STATEMENT**
HUD 24 CFR PART 135

A. 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.

B. The parties to this contract agree to comply with HUD's regulations in [24 CFR part 135](#), 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.

C. The contractor agrees to send to each labor organization or representative of 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.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in [24 CFR part 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 part 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 part 135](#).

E. 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 part 135](#) require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under [24 CFR part 135](#).

F. Noncompliance with HUD's regulations in [24 CFR part 135](#) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. 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 (i) preference and opportunities for training and employment shall be given to Indians, and (ii) 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 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 STATEMENT

Are you claiming Section 3 business preference? **Yes** **No**

If "YES," check the box indicating which priority you are claiming and attach supporting documentation.

51% or more owned by Section 3 residents

At least 30% of permanent, full time employees include persons that are currently Section 3 Residents, or were Section 3 residents within three (3) years of the date of first hire

Provide evidence, as required, of a commitment to sub-contract in excess of 25% of the dollar award of all sub-contracts to business concerns that meet one of the first two qualifications above.

More information regarding Section 3 may be obtained from:

https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3