

PROCUREMENT AND CONTRACT DOCUMENTS

**Bud Bailey Mechanical Upgrades**

**Replacement of HVAC System**

**Request for Proposal**

**RFP # HC2026-05**

**Housing Connect**

**3595 So. Main Street**

**Salt Lake City, UT 84115**

The Housing Authority of the County of Salt Lake

dba: **Housing Connect.**

[www.housingconnect.org](http://www.housingconnect.org)

**Date**

**April 10, 2026**

Request for Proposal

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**INVITATION FOR BID**  
**Bud Bailey Mechanical Upgrades**

**PROPOSAL TIMELINE**

Release of RFP	April 10, 2026
Site Visit	<b>April 20, 2026, 11:00 AM MST</b>
Questions Due	<b>April 23, 2026, 4:00 PM MST</b>
Proposals Submittals Due	<b>May 07, 2026, 3:00 PM MST</b>
RFP Contact	<p><b>Paul Wellington</b></p> <p>Housing Connect</p> <p><a href="mailto:pwellington@housingconnect.org">pwellington@housingconnect.org</a></p> <p>801-284-4446</p>

**Issued By:**  
**Housing Connect**  
3595 So. Main Street  
Salt Lake City, Utah 84115

**PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to solicit proposals and ultimately enter into a contract between the Housing Authority of the County of Salt Lake (“Housing Connect”) and a qualified, licensed, and insured firm to provide **HVAC replacement Services** to a **ductless mini-split system** at Housing Connect’s Bud Bailey apartments, to include all applicable services listed on the attached Scope of Service. The contract will be for an initial term from Start of project to completion. **Minority, women, veteran, and tribal owned businesses are encouraged to apply.**

This RFP is designed to provide interested firms with sufficient basic information to submit proposals that meet the stated minimum requirements. It is not, however, intended to limit a contractor’s proposal content or exclude any relevant or essential data. Contractors are at liberty, and are encouraged, to expand upon the Scope of Service and the specifications of this RFP prior to submitting their proposal.

The project consists of HVAC Replacement Services at Bud Bailey apartment buildings. The contract scope is outlined in the Scope of Service and is available through the Housing Connect ([www.housingconnect.org](http://www.housingconnect.org) )

The successful Contractor has and/or will comply with all applicable local, state and federal laws and requirements.

Contractors are advised that, prior to an award of any contract, Housing Connect reserves the right to conduct a pre-award survey for the purpose of determining the Contractor's responsibility and capacity to perform the contract. This research may include review of sub-contract agreements, financial capacity, and quality of work performed on previous contracts.

Housing Connect reserves the right to reject any and all proposals, and to waive any informality or irregularity in the RFP, whenever it is in the best interest of Housing Connect to do so. Housing Connect may use deductive alternates in the proposal procedure to comply with budget limitations.

#### **AGENCY OVERVIEW:**

The Housing Authority of the County of Salt Lake (doing business as Housing Connect) was formed in 1970. Housing Connect is a tax-exempt and municipal corporation governed by a seven-member board of commissioners. Our mission is to connect people and communities to quality affordable housing opportunities while promoting self-sufficiency and neighborhood revitalization. Housing Connect owns a 501 C (3) Corporation, Housing Opportunities, Inc., which is the agency's development arm and often holds ownership interest in the agency's affordable- Low Income Housing Tax Credit projects. Housing Connect was designated as a Moving To Work (MTW) agency in 2021 as part of the MTW "Cohort #2" which involves a six-year evaluation of alternative rent policies designed to increase resident self-sufficiency and reduce administrative burdens. This MTW status provides high performing housing authorities with funding and regulatory flexibility.

#### **LENGTH OF CONTRACT**

The **Contract** resulting for this RFP shall be effective for an initial term from start of project until signed off complete by Housing Connect.

#### **SUBMITTING YOUR PROPOSAL**

Please email all Questions and Proposals to Paul Wellington [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org) by the date referenced above and all submissions of Proposals to the same email address and date referenced above. Proposals and questions received after the deadline will be late and ineligible for consideration.

#### **OPPORTUNITY TO ASK QUESTIONS**

Contractors with questions related to this project may submit questions in writing via email to Paul Wellington [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org) by **April 23, 2026** (Time: 4:00 PM MST ) -OR- Contractors may submit questions during site visit.

**PROPRIETARY INFORMATION**

The proposal of the successful Contractor becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Contractors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the Housing Connect Purchasing Agent. All materials submitted become the property of Housing Connect and may be returned only at the Housing Connect's option.

**DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

Housing Connect reserves the right to request the information described herein from the contractor selected for the contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the contractor. Housing Connect also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the contractor may be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the contractor may be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to Housing Connect. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **ANTI-HARASSMENT**

Housing Connect does not tolerate any form of harassment of our employees or residents. Harassment is defined as any unwelcome verbal, non-verbal, or physical conduct based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability (mental or physical), genetic information, sexual orientation, marital status, political affiliation, or status as a parent. If harassment is reported it may be grounds for immediate termination of contract.

## **DEBARMENT AND SUSPENSION**

Contractor certifies (using Exhibit D) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

## **BOARD AND STAFF COMMUNICATIONS**

Under no circumstances may any member of the Housing Connect and / or any staff member other than the contact specified be contacted during this IFB process, by any entity intending to submit a response to this IFB. Failure to comply with this request will result in disqualification.

## **SECTION III BUSINESS CONCERN**

The Section III Program requires that recipients of HUD funds, to the greatest extent possible, provide job training, employment and contract opportunities for low or very-low-income residents in connection with projects and activities in their neighborhoods.

## **SCOPE OF SERVICE**

Proposals must include all work necessary to complete the project as specified below, on a turnkey basis. This is a full replacement project,

### **2.1 Project Details**

- **Property Type:** Multi-family residential
- **Number of Units:** 136
- **Unit Mix:** / 1BR (38) / 2BR(38) / 3BR(8) / 4BR (52)
- 4 Residential Blgs 1 Club House / office bldg.

## 2.2 General Requirements

- Provide a clear project schedule and phasing plan.
- Provide a detailed safety plan and ensure adherence to all safety regulations.
- Evaluation of each unit for system sizing and layout
- Supply and installation of ductless mini-split HVAC systems
- Electrical connections and any required panel upgrades
- Refrigerant line installation and concealment
- Mounting of indoor air handlers and outdoor condensers
- Condensate drainage solutions
- System testing, balancing, and commissioning
- Resident coordination and scheduling
- Permitting and inspections as required by local authorities
- Cleanup and disposal of debris

## 2.3 Project Closeout

- Perform all required system commissioning, including pressure testing, vacuum testing, refrigerant charging, and system start-up.
- Follow all manufacturer start-up instructions to ensure extended warranties are in place at the time of completion.
- Provide detailed system operation and maintenance manuals.
- Provide on-site training to the Owner's designated personnel on system operation and basic troubleshooting.
- Ensure the site is clean and all construction debris is removed upon completion.

## SITE VISIT

To give all parties a chance to review the building(s) and ask questions. A site visit with a walk around, will be held at Bud Bailey apts.

**April 20, 2026, 11:00 AM**

Please rsvp if you plan on attending [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org)

## SERVICE LOCATIONS

**Bud Bailey Apartments**, (Office) 3970 South Main Street SLC UT  
-- Or -- enter at 3983 South West Temple, Salt Lake City, UT

## **SUBMISSION REQUIREMENTS**

Hud Forms included within this IFB must be included with the contractor's proposed bid, Failure to submit mandatory forms may result in rejection of the proposal.

### **Collusion**

Contractor, by submitting a bid proposal, hereby certifies that no officer, agent, or employee of Housing Connect has a pecuniary interest in the proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other contractor; and that the contractor is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

### **Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the IFB, the dispute process shall apply.

Contractor may appeal the recommended award, provided the appeal is in writing, contains the IFB number, is delivered to the address listed in Section II – Paragraph A of this IFB, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractor may protest a solicitation issued by Housing Connect. It must be received by the Purchasing Agent before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Procurement Manager no later than two (2) full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ/IFB: Any protest against the award of a contract based on an RFP, RFQ, or IFB or appeal of a decision by Housing Connect to reject a proposal, must be received by the Procurement within three (3) business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by Housing Connect to reject a bid submitted in response to an RFP/IFB must be received by the Procurement Manager within two (2) business days after being notified in writing of Housing Connects decision, or the appeal will not be considered.

A written response will be directed to the appealing contractor within fourteen (14) calendar days of receipt of the appeal, advising the decision with regard to the appeal and the basis for the decision. The decision of Housing Connect shall be final and binding upon all parties.

## **INSURANCE REQUIREMENTS**

**Proof of Insurance.** The following insurance coverages are required and shall not be terminated or expire without thirty (30) days' written notice to Housing Connect and are required to be maintained in force until completion of the contract. The contractor shall require all subcontractors, if any, used in the performance of any contract resulting from this IFB to name Housing Connect as an additional insured. Following are the standard types of insurance required, and the minimum coverage amounts for each type.

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *Housing Connect Additional Insured* or,
- Commercial General Liability:** \$3,000,000; combined single limit bodily and property damage liability per occurrence; *Housing Connect additional named insured.*
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *Housing Connect C Additional Insured.*
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- Professional Liability:** \$1,000,000 per occurrence and aggregate.
- Workers' Compensation:** Statutory Limits or,
- Self-Insurance Program:** A State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of Utah.
- Environmental Liability:** \$500,000; per occurrence and aggregate; *Housing Connect Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *Housing Connect additional named insured.*
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *Housing Connect Additional Insured.*

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of the contract. In addition, the successful contractor shall be liable for all re-procurement costs and any other remedies under law.

**IDEMNIFICATION AND INSURANCE REQUIREMENTS****1. Indemnification**

The contractor agrees to indemnify, defend and hold harmless Housing Connect and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of any contract arising out of this IFB from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Housing Connect on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming Housing Connect and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**3. Waiver of Subrogation Rights**

The successful contractor shall require the carriers of the above required coverages to waive all rights of subrogation against Housing Connect, its officers, employees, agents, volunteers, contractors and subcontractors.

**4. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Housing Connect.

**5. Proof of Coverage**

The contractor shall furnish certificates of insurance to the Housing Connect Procurement Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the successful contractor shall furnish certified copies of the policies and all endorsements.

**6. Insurance Review**

The above insurance requirements are subject to periodic review by Housing Connect. Housing Connects Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of Housing Connect. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Housing Connect, inflation, or any other item reasonably related to Housing Connects risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

## **PROPOSAL RESPONSE FORMAT**

Interested contractors must submit a complete proposal, limited to **ten (10-15) pages**, which includes, but is not limited to, the following:

- **Company Information:** Business name, contact person, address, phone number, email address, and brief company history.
- **Project Team:** Names and qualifications of key personnel assigned to the project.
- **Detailed Cost Breakdown:** A fixed-price proposal with itemized costs for labor, materials, permits, and other associated fees. A single lump-sum number will not be accepted. Cost breakouts must be provided.
- **Equipment and Product Specifications:** Manufacturer, Model # Energy efficiency rating, Noise levels Thermostat or Control options
- **Warranty Information;** Manufactures warranty, labor / workmanship warranties, Extended warranty options if available.
- **Project Timeline:** Estimated project duration, Proposed project schedule with key milestones (phases if applicable.) from contract award through final commissioning.
- **References:** At least three (3) professional references from similar projects completed within the past three (3) years.

## **PROPOSAL EVALUATION CRITERIA**

A committee will evaluate the proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in the proposal.

Proposals will be evaluated based on the following criteria:

- **Experience and Qualifications (30%) (30 points)**
  - Demonstrated experience with projects of similar scope and complexity.
- **Proposed Project Approach (25%) (25 points)**
  - Ability to perform the work with minimal disruption to tenants and facilitate efficient turnover.
  - Product and Workmanship Warranties.
- **Total Cost (30%) (30 points)**
  - Overall cost effectiveness.
- **Project Timeline (15%) (15 points)**
  - Feasibility and efficiency of the proposed schedule.

Request for Proposal

**Exhibit A - Cost Proposal Form**

NAME OF CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

To: Housing Connect  
 3595 S. Main Street  
 Salt Lake City, Utah 84115

The undersigned, responsive to the "Request for Proposals" RFP HC2026-05 " for the "Bud Bailey Mechanical Upgrade " propose fee at the price stated below. This price is to cover all expenses incurred in performing the Scope of Services as outlined in the proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

We have listed the following information (if applicable) for your convenience in responding to this RFP. If the Contractor needs to add additional line items or information to better respond to the RFP, please attach to this document. If no additional forms have been attached, it will be understood that the costs listed below are for the scope of services within the Contractors Proposal.

<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total</u>
A.	_____	\$ _____	\$ _____
B.	_____	\$ _____	\$ _____
C.	_____	\$ _____	\$ _____
D.	_____	\$ _____	\$ _____
E.	_____	\$ _____	\$ _____
F.	_____	\$ _____	\$ _____
G.	_____	\$ _____	\$ _____
H.	_____	\$ _____	\$ _____
I.	_____	\$ _____	\$ _____
J.	_____	\$ _____	\$ _____
		<b>TOTAL</b>	\$ _____

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Type of Organization:

\_\_\_\_\_  
 (Corporation, partnership, Individual, etc.)

\_\_\_\_\_  
 Name of Contractor

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Address

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Request for Proposal

**Exhibit A – Contact Information Form**

Paul Wellington, Procurement Manager  
Phone: 801-284-4446  
Email: [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org)

This document is to acknowledge that we are in receipt of RFP HC2026-05 and have noted our intention to bid.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I PLAN TO SUBMIT A BID.**

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact Housing Connect-information listed above)

**NO BID.** Indicate *any* of the following. We:

- Do NOT desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:  
 Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_
- Do not regularly provide this type of product/service!
- Other, Explain: \_\_\_\_\_
- Please update my information as listed above.

**HOW YOU FOUND OUT ABOUT THE BID.** Indicate *any* of the following. We:

- Checked the agency website.
- Received notice by fax or e-mail.
- Newspaper Ad, please list paper: \_\_\_\_\_
- Trade Publication, please list: \_\_\_\_\_
- Plan Room, please list: \_\_\_\_\_
- Other, Explain: \_\_\_\_\_

**BID Form**

**Please complete the following form and include with your Bid. (Form can be typed or handwritten.)**

**NAME of VENDOR:** \_\_\_\_\_

**CONTACT PERSON for BILLING:**  
\_\_\_\_\_

**EMAIL of BILLING CONTACT:** \_\_\_\_\_

**PHONE NUMBER of BILLING CONTACT:**  
\_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

**TAX IDENTIFICATION NUMBER (TIN):**  
\_\_\_\_\_

**CONTACT PERSON for ONSITE WORK:**  
\_\_\_\_\_

**ONSITE CONTACT PHONE NUMBER:**  
\_\_\_\_\_

**PRICING:**

**Housing Connect will enter into a fixed price contract (Stipulated Sum). Please provide a total cost estimate as an attachment to this sheet, to establish a maximum amount for reimbursement. The contractor (prime) cannot exceed the maximum without a Housing Connect-approved modification. For federal regulations on fixed price contracts, please see FAR subpart 16.201.**

**With the total cost estimate, please include an itemized listing of anticipated costs, including materials, labor, overhead and profit, with each listed separately.**

**Exhibit B – Client Reference**

**CURRENT CLIENT REFERENCES (REQUIRED) – IFB# HC2026- 05**

Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____

**Bidder's Company Name** .....

Legal Structure (corp./partner/proprietor) .....

Principle Office Address .....

City, ST, Zip .....

Phone Number & Fax Numbers .....

Email .....

Federal Employer Identification Number .....

Title of Person Authorized to Sign .....

Print Name of Person Authorized to Sign .....

Date Signed and Authorized Signature .....

**Exhibit C - Proposal Form**

Vendor Name: \_\_\_\_\_

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work in accordance therewith.
2. In submitting this proposal, it is understood that the right is reserved by the Housing Connect to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractors State License Number)

\_\_\_\_\_  
(Telephone Number)

**Exhibit D – Certification Regarding Debarment or Suspension**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this IFB:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the Housing Connect Chief Finance Officer (CFO) if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. It if is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the Housing Connect government, the Housing Connect Chief Finance Officer (CFO) may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with Housing Connect, during the past twenty-four (24) months at a minimum.

**Printed Name of Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Exhibit E – HUD Form 5369 A (Instructions to Bidders)**

<https://www.hud.gov/sites/documents/5369.pdf>

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

Request for Proposal

**Exhibit F – HUD-4010 (Federal Labor Standards Provisions)**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf>

**U.S. Department of Housing and Urban Development**

**Federal Labor Standards**

**Provisions Office of Davis-Bacon and Labor Standards**

**Exhibit G - Section 3 General Information**

Document on following page

## Section 3 of the Housing & Urban Development Act of 1968

### General Questions

#### Applicability

#### Consistency with Other Laws

#### Recipient Responsibilities

#### Section 3 Preference

#### Economic Opportunities/Numerical Goals

#### Recordkeeping and Reporting

#### Section 3 Complaints

### GENERAL QUESTIONS

#### 1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

#### What does the term “Section 3 resident” mean?

A “section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

#### What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

- 51 percent or more owned by Section 3 residents; **or**
- At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; **or** Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

#### How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

## Request for Proposal

Please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, to learn more about these programs.

**How is "low-income" determined?**

The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals. Local income levels can be obtained online at: <http://www.huduser.org/DATASETS/il.html>.

**Define "metropolitan area" and "Non-metropolitan County."**

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. Non-metropolitan County means any county outside of a metropolitan area.

**What is a "new hire"?**

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

**What is a Section 3 covered project?**

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

**Who is considered a recipient of Section 3 funding?**

A recipient is any entity which receives Section 3 covered assistance, directly from HUD or from another recipient. It does not include contractors or any ultimate beneficiary under the HUD program to which Section 3 applies.

Is a non-profit organization considered a "business" for the purposes of Section 3?

Yes. A non-profit organization is a legitimate business. The non-profit organization must meet the criteria of a Section 3 business concern as defined in 24 CFR Part 135.5 in order to receive Section 3 preference.

**What is a Service Area?**

The Service area is the geographical area in which the persons benefiting from the Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.

**APPLICABILITY**

- What is Section 3 covered assistance?
- Public and Indian housing development, operating or capital funds; **or**
- Other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

**Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?**

Public Housing Authorities regardless of size or number of units

Section 3 also applies to recipients of \$200,000 or more of the following Housing and/or Community

Development financial assistance:

HOPE VI funding

Community Development Block Grant (CDBG) funding

Community Development Block Grant Programs for Indian Tribes and Alaska Native Villages

HOME Investment Partnership funding

Self-Help Homeownership Opportunity Programs

Economic Development Initiatives assistance

Brownfields Economic

**Exhibit I – Section 3 Clause and Section 3 Statement (HUD 24 CFR PART 135)**

<https://www.govinfo.gov/content/pkg/CFR-2019-title24-vol1/xml/CFR-2019-title24-vol1-part135.xml>