



3595 South Main Street  
Salt Lake City, Utah 84115

**REQUEST FOR PROPOSAL**  
**RFP# HC2026-07**  
**HUMAN RESOURCES**  
**LEGAL SERVICES**

Paul Wellington  
Procurement Manager

**Issued**  
**05/22/2026**

## I. INTRODUCTION

The Housing Authority of the County of Salt Lake City dba; Housing Connect (HC) is inviting independent contractors and/or professional firms to submit proposals for legal services. Under Housing Connect's direction, the successful firm(s) will be responsible for legal services related to various programs funded from different sources as described in the Scope of Work in this RFP. Housing Connect is interested in a long-term relationship with a firm(s) that will get to know more about what Housing Connect does for Salt Lake County and the residents that we serve.

## II. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified Proposers to furnish legal services to Housing Connect as identified in the "Scope of Work" of this request.

This RFP is designed to provide interested Proposers with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposer's proposal content or exclude any relevant or essential data. Proposers are encouraged to expand upon the scope of service and the specifications.

It is anticipated that this RFP may result in **multiple (more than one) Indefinite Delivery Indefinite Quantity (IDIQ) Contracts** awarded. Provided the proposals are reasonable and in the best interest of Housing Connect, and the Proposer has and/or will comply with all applicable local, state and federal laws and requirements. National Proposer's or firms may choose to partner with local contractors or firms in responding to this RFP.

Housing Connect reserves the right to reject any and all proposals, 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.

Please respond to this RFP in its entirety including the following exhibits:

EXHIBIT A	CONTACT INFORMATION FORM
EXHIBIT B	PROPOSAL FORM
EXHIBIT C	CLIENT REFERENCE
EXHIBIT D	CERTIFICATION REGARDING DEBARMENT OR SUSPENSION
EXHIBIT E	HUD FORM 5369 B (INSTRUCTIONS TO OFFERERS-NON CONSTRUCTION)
EXHIBIT F	HUD FORM 5370 (GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS)
EXHIBIT G	SECTION 3 CLAUSE AND SECTION 3 STATEMENT HUD 24 CFR PART 135

RFP Summary	Housing Connect is soliciting RFP's (Bids) from licensed, insured and experienced Attorneys (Law Firms) to provide us with legal services.
Issue Date	Friday May 22, 2026,
Contact person for questions	Paul Wellington Email <a href="mailto:pwellington@housingconnect.org">pwellington@housingconnect.org</a>
All RFP documents, including updates and addenda are available on the Housing Connect website	Housing Connect ( <a href="http://www.housingconnect.org">www.housingconnect.org</a> )
How to submit questions	<b>June 04,2026, 12:00PM, is the deadline for questions.</b> <b>Questions must be sent to: <a href="mailto:pwellington@housingconnect.org">pwellington@housingconnect.org</a>.</b> <b>Use the subject line "RFP HC2026-07 HR Legal Services"</b> <b>All pertinent answers will be posted to <a href="http://www.housingconnect.org">www.housingconnect.org</a> by 5:00 PM June 08,2026.</b>
How to respond to this RFP	Submit together to <a href="mailto:pwellington@housingconnect.org">pwellington@housingconnect.org</a> : <ul style="list-style-type: none"> <li>○ One complete original response, with original signatures <ul style="list-style-type: none"> <li>• Attachment 1: Contact Information Form</li> <li>• Attachment 2: Proposal Form</li> <li>• Attachment 3: Client Reference Form</li> <li>• Attachment 4: Certification Regarding Debarment or Suspension</li> <li>• Attachment 5: Section 3 Business Certification Form</li> <li>• Copy of current business license for the State of Utah</li> </ul> </li> </ul>
BID submittal deadline	<b>Thursday June 25, 2026 3:00 p.m., Mountain Time</b> <b><u>Proposals must be received as described above no later than the date and time indicated.</u></b>
Anticipated award by Housing Connect	TBD
Anticipated service start date	TBD

### III. Contract Term

The **Indefinite Delivery Indefinite Quantity (IDIQ) Contracts** resulting for this RFP shall be effective for a period of one-year with four, one-year renewal options for a total of five-years. Housing Connect may choose to award contracts to more than one firm for the services that are needed.

#### IV. Proposal Timeline

Release of RFP	Friday May 22,2026
Questions Due	June 04, 2026 @ 12 PM MST
Answers to Questions	June 08, 2026 @ 5 PM MST
Proposals Due	June 25, 2026 @ 3 P M MST
Interviews ( if needed)	TBD
Evaluation Process	TBD
Award of Contract	TBD

HC may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlists, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing through email on or before, **June 04., 2026 - 12PM MST** and directed to the RFP Contact listed below. All questions submitted will be answered by issuing an Addendum to the RFP and will be posted on Housing Connect’s website by, **June 08.,2026 – 5 PM MST.**

##### A. Contact Information

This RFP is being issued, as will any addenda by Housing Connect (HC). The contact person for the HC is:

Paul Wellington Procurement Manager  
Housing Connect  
3595 South Main Street  
Salt Lake City, Utah 84115

[pwellington@housingconnect.org](mailto:pwellington@housingconnect.org)

#### V. PROPOSAL CONDITIONS

##### A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

##### B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

##### C. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal’s due date. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact, at least five days before the Deadline for Proposals.

##### D. Incurred Costs

HC is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer’s responsibility.

## **E. Amendments/Addenda to RFP**

HC reserves the right to issue addenda or amendments to this RFP if HC considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

## **F. Selection Criteria for Professional Services**

Specific & Recent Legal Experience **30 Points** This criterion considers the experience of both firm(s) and the individual(s) proposed to be assigned to the project in successfully completing similar projects.

- A. Scope and Quality of the services **30 Points** This criterion considers the extent to which the proposed services meet Housing Connects objectives, targets and defined scope; distinctiveness and overall quality of the proposal.
- B. Proposed Cost **20 Points** This criterion considers the Offerors proposed cost and the benefit to Housing Connect financially.
- C. Thorough, Relevant and Organized Responsiveness to the RFP **15 Points** This criterion considers the Proposers Totality, Organization, and ability to address the objectives.
- D. Section 3 **5 Points** Demonstrate how your firm will meet the requirements of Section III as outlined under EXHIBIT H

## **G. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HC may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HC. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HC to be immaterial or inconsequential, HC may choose to accept the proposal.

Minor informalities may be waived by HC when they:

- Do not effect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HC may elect to waive the deficiency and accept the proposal.

This RFP does not commit HC to award a contract. HC reserves the right to reject any or all proposals if it is in the best interest of HC to do so. HC also reserves the right to terminate this RFP process at any time.

## **H. Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications by the lead of the Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The Evaluation Committee may be adjusted as a result of a clarification under this section.

## **I. Public Records Act**

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the Utah Public Records Act (Utah Government Code Chapter 2 Government Records Access and Management Act 63G-2-301. Public records.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### *NOTICE*

*The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response but understand that disclosure will be limited to the extent that the HC determines is proper under federal, state, and local law.*

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HC assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HC a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the HC in making its determination as to whether or not disclosure is proper under federal, state or local law. The HC will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

## **J. Disclosure of Criminal and Civil Proceedings**

HC reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HC also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer 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 Proposer 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 Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer 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 Proposer will 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 HC. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**K. Debarment and Suspension**

Proposer 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.

Further, Proposer affirms that it has no record of unsatisfactory performance with HC in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

**L. Board and Staff Communications**

Under no circumstances may any member of the HC or any staff member other than the contact specified in Section IV Paragraph A, be contacted during this RFP process in regard to this RFP, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

**M. Final Authority to Award**

The final authority to award contracts as a result of this RFP rests solely with HC Board of Commissioners or authorized staff as delegated by the Board of Commissioners or based on award amount, by the Board of Commissioners.

## **VI. SCOPE OF WORK**

Funding for legal services comes from various sources: Federal, State, Local governments and private sources. Proposals should consider attendant regulations to these sources that might impact cost of providing the services. Provide pricing for the following services as well as hourly fees and any other associated costs for these services performed on an as-needed basis, for a period defined in Section III.

### **Legal Consultations**

#### **GRAMA-Related Services**

- Advise the Agency on GRAMA requests, classifications, denials, redactions, and appeals.
- Review and interpret GRAMA requirements, retention issues, and disclosure obligations.
- Represent or advise the Agency in GRAMA appeals before the State Records Committee or other adjudicative bodies.
- Assist in drafting policies, procedures, notices, and correspondence related to GRAMA compliance.

### **Human Resources Related Matters:**

#### **1 - HR Counseling & Compliance**

- Advise on federal, state, and local employment laws, including EEO/antidiscrimination, harassment, retaliation, ADA/Section 504 accommodations, FMLA/leave, wage and hour, pay equity, whistleblower protections, drug-free workplace, background checks/FCRA, I-9/immigration, privacy/monitoring, and recordkeeping.
- Draft/review employee handbooks, HR policies, job descriptions, standard operating procedures, and employment agreements (including offer letters, separation agreements, non-disclosure/confidentiality, inventions/IP, restrictive covenants where permitted).
- Provide strategic guidance on performance management, corrective action, and termination processes to mitigate legal risk.

#### **2 - Workplace Investigations**

- Conduct or advise on impartial investigations of allegations such as discrimination, harassment, retaliation, workplace violence, ethics violations, conflicts of interest, and policy breaches.
- Provide investigation plans, interview outlines, credibility assessments, findings reports, and defensible documentation.
- Serve as hearing officer or provide advisory support for pre-disciplinary (Loudermill-type) hearings and grievance proceedings.

#### **3 - Reasonable Accommodation & Leave Management**

- Advise on the interactive process, fitness-for-duty, medical documentation, safety risk assessments, and undue hardship analyses.
- Counsel on overlapping ADA, FMLA, worker's compensation, pregnancy/parental leave, and state or local leave laws.
- Draft RA determinations, communications, and related policy/procedure updates.

#### 4 - Wage & Hour / Compensation

- Counsel on FLSA classification (exempt/non-exempt), overtime, on-call/standby, travel time, training time, rest and meal periods, and remote/hybrid work compliance.
- Review pay practices, pay equity analyses, and incentive/bonus plans for compliance and defensibility.

#### 5 - Labor Relations (if applicable)

- Advise on labor strategy, duty to bargain, unfair labor practice allegations, unit determinations, and contract interpretation.
- Support collective bargaining negotiations, mediation, arbitration, and grievance handling.
- Train managers on contract compliance and labor-management relations.

#### 6 - Benefits & Leaves (Non-ERISA Plan Drafting)

- Counsel on benefit plan administration intersections with employment actions (without serving as plan fiduciary unless expressly engaged).
- Review leave administration protocols and communications.

#### 7 - Health, Safety & Workplace Protections

- Advise on OSHA/state equivalents, workplace violence prevention, drug and alcohol testing (including DOT if applicable), and safety-sensitive roles.
- Support critical incident response and post-incident reviews.

#### 8 - Training

- Provide legally current training for HR and managers on topics such as: respectful workplace/harassment prevention, ADA/RA & FMLA, investigations, performance management, supervisory fundamentals, and labor relations.
- Deliver training materials and attendance records for compliance purposes.

#### 9 - Administrative & Judicial Proceedings

- Represent or advise the Agency before federal/state agencies (e.g., EEOC, state human rights/antidiscrimination division, labor board, wage and hour agencies) and in state/federal courts.
- Manage discovery, subpoenas, mediations, and settlement negotiations; prepare witnesses and exhibits.

#### 10 - Records, Confidentiality & Data Protection

- Advise on personnel records retention, access, confidentiality, and disclosure under applicable public records laws (if a public entity) and privacy requirements.
- Provide guidance on HR data security and appropriate privilege management in HR matters.

The firm(s) responsible will also assist in responding to State and Federal Agency Discrimination charges.

Additionally, Housing Connect will be able to expand the scope of work as it pertains to legal services from time to time, providing that the qualified firm(s) and Housing Connect agree on such actions.

## **VII. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
3. Submit proposals electronically to the contact specified in Section IV – Paragraph A
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

## **VIII. INFORMATION REQUESTED OF PROPOSERS**

### **a. Experience**

Provide HC with examples of similar GRAMA and Human Resources Related Matters that have been completed in the last 36 months.

### **b. Miscellaneous Discussion Questions**

Identify the specific individuals who would be assigned to work with HC and specify which person would be the primary contact person with HC. Please include their level of expertise in languages and / or services and certifications held by staff.

### **c. Price**

The Offeror must submit a detailed Schedule of Anticipated Fees.

Provide pricing for the services listed as well as a schedule of hourly rates and any other associated costs for these services performed on an as-needed basis, for a period defined in Section III

### **d. Affirmative Action**

HC requires each respondent be an Equal Opportunity Employer:

State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

## **IX. COMPANY QUALIFICATIONS**

Proposals shall be considered from responsible organizations or individuals engaged in the performance of, Human Resources Legal Services, and GRAMA Legal Services. Proposals must include information on competency in performing comparable Services, demonstration of acceptable financial resources, and personnel staffing. The proposer shall provide detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- a. Brief history of the company
- b. A listing of five (5) references where similar services were performed in the last 36 months. The client reference shall include the name of organization, contact person, address, and telephone numbers.
- c. Proposer shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Proposers shall include information on past experience with similar projects. Proposers shall describe how their organization can meet the requirements of this RFP and shall include the following:
  - The number of years the Proposer has provided these services; *and*
  - The number of clients and geographic locations that the Proposer currently works with
  - Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.
  - Provide the name and resume of the Proposer's Representative who, if the Proposer is selected for award, would be responsible for the daily oversight of the Contract from the Proposer's perspective.

## **X. RFP REQUIREMENTS AND CONDITIONS**

### **Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable. In addition, the proposer shall provide references.

### **Submission Requirements**

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5369-B and 5369-C. Failure to submit mandatory forms may result in rejection of the proposal.

### **Collusion**

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HC has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer 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 RFP, the dispute process shall apply.

Proposers may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section IV – Paragraph A of this RFP, 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: Proposers may protest a solicitation issued by HC. 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 HC's Chief Finance Officer (CFO) 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: Any protest against the award of a contract based on an RFP or appeal of a decision by HC to reject a proposal, must be received by the (CFO) and Contracts 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 HC to reject a bid submitted in response to an RFP must be received by the (CFO) and Contracts within two (2) business days after being notified in writing of HC's decision, or the appeal will not be considered.

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

## XI. INSURANCE REQUIREMENTS

- A. **Proof of Insurance**, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Proposer shall require all subcontractors used in the performance of this contract to name HC as an additional insured. Following are the standard types and minimum amounts.

**Commercial General Liability**: \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *Housing Connect Additional Insured* or,

**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

- B. 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 awarded bidder should be liable for all re-procurement costs and any other remedies under law

## XII. INDEMNIFICATION & INSURANCE REQUIREMENTS

### 1. Indemnification

The Proposer agrees to indemnify, defend and hold harmless HC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HC 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 HC 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 Proposer shall require the carriers of the above required coverage to waive all rights of subrogation against HC, its officers, employees, agents, volunteers, Proposers 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 HC.

### **5. Proof of Coverage**

The Proposer shall immediately furnish certificates of insurance to HC 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. Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Proposer shall furnish certified copies of the policies and all endorsements.

### **6. Insurance Review**

The above insurance requirements are subject to periodic review by HC. HC reserves the right to reduce or waive any of the above insurance requirements whenever HC determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HC. In addition, if HC determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, HC may 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 HC, inflation, or any other item reasonably related to HC's 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. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

## **XIII. CONTRACT CONDITIONS**

### **Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

### **Law of the State of Utah**

The resulting contract will be entered into within the State of Utah and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of Salt Lake and the State of Utah shall be followed with respect to the contract.

### **Contract Terms and Final Selection**

The selected company will be expected to sign the HC's Contract Agreement, which will specify the term of service. If the selected applicant and the HC cannot come to terms with respect to the contract, the HC reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable.

## EXHIBIT A – CONTACT INFORMATION FORM

To: Paul Wellington Procurement Manger  
Phone: (801) 284.4446  
Email: [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org)

This document is to acknowledge that we are in receipt of RFP # HC2026-07– HR Legal Services and have noted our intention to bid.

Proposer 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 HC-information listed above)

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

- Do NOT desire to be retained on the proposer list.
- Desire to be retained on the proposer 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: \_\_\_\_\_

## EXHIBIT B - PROPOSAL FORM

Proposer 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 of the County of Salt Lake 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\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Proposers State License Number)

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

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

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

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

**EXHIBIT C- CLIENT REFERENCE**

**CURRENT CLIENT REFERENCES (REQUIRED) – RFP#HC2026-07 LEGAL SERVICES**

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*Submit this form with the BID, failure to do so is grounds for disqualification.*

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

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

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

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

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

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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 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 RFP:

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 HC 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. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HC government, the (CFO) may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HC, during the past twenty-four (24) months at a minimum.

**Printed Name of  
Representative:**

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**Title:**

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**Signature:**

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**Date:**

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

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

**EXHIBIT F – HUD FORM 5370 (GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS)**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>

**EXHIBIT G – 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>

**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](https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3)