



RFP NO. HC2026-09

3595 South Main Street
Salt Lake City, Utah 84115
April 2020

REQUEST FOR PROPOSAL RFP HC2026-09 MOVING TO WORK PROGRAM

Paul Wellington

Procurement manager

Issued

July 27, 2026

I. INTRODUCTION

The Housing Authority of the County of Salt Lake City dba Housing Connect is inviting independent contractors and/or professional firms to submit proposals for our Moving to Work Program. Housing Connect is interested in a long-term relationship with a firm 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 contractors to assist us with our Moving to Work Program as identified in the “Scope of Work” of this request.

This RFP is designed to provide interested contractors with sufficient basic information to submit proposals meeting minimum requirements but is not 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.

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-C (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 Bids from licensed, insured and experienced firms to provide us with assistance with our Moving to Work Program.
Issue Date	Monday July 27,2026
Contact person for questions	Paul Wellington Email: pwellington@housingconnect.org
All RFP documents, including updates and addenda are available on the Housing Connect website	Housing Connect (www.housingconnect.org)
How to submit questions	August 07, 2026 12:00 Noon is the deadline for questions. Questions must be sent to: pwellington@housingconnect.org . Use the subject line "RFP HC2026-09 Moving to Work Program" All pertinent answers will be posted to www.housingconnect.org by 12:00 p.m. August 11,2026
How to respond to this RFP	Submit together to pwellington@housingconnect.org - One complete original response, with original signatures - Attachment 1: Contact Information Form - Attachment 2: Proposal Form - Attachment 3: Client Reference Form - Attachment 4: Certification Regarding Debarment or Suspension - Attachment 5: Section 3 Business Certification Form
BID submittal deadline	August 19,2026 3:00 p.m., Mountain Time <u>Proposals must be received as described above no later than the date and time indicated.</u>
Anticipated award by Housing Connect	TBD
Anticipated service start date	TBD

III. Contract Term

Contracts resulting from 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	July 27,2026
Questions Due	August 07,2026 @ 12PM MST
Answers to Questions	Aug 11,2026 @ 12:00 PM MST
Proposals Due	Aug 19,2026 @ 3:00 PM MST
Interviews	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, November 29, 2021, 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, Aug 11,2026 @ 12:00 PM MST.

A. Contact Information

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

Paul Wellington Procurement Manager
3595 South Main Street
Salt Lake City, Utah 84115
(801) 248.4446
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 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

Experience and Qualifications **30 Points** Evidence of Ability to perform work, as indicated by profile of professional and technical competence (i.e. work on other HUD projects, work on other federally funded projects) Ability to provide services as noted in the PROGRAM SUMMARY & SCOPE OF SERVICES

Proposed Work Plan & Timeliness **25 Points** Proposed Work Plan, soundness of approach, breadth of resources, and understanding of the needs of Housing Connect along with local familiarity of the housing market in Salt Lake County. Demonstrated history of compliance with schedules and meeting deadlines.

Proposed Cost **20 Points** This criterion considers the Offerors proposed cost and the benefit to Housing Connect financially.

Knowledge **10 Points** Demonstrated knowledge of HUD MTW Program; HUD Subsidized Housing Programs (Section 8 / Public Housing); HUD Grant Programs; and Affordable Housing Development

Satisfaction of Current Clients **10 Points** Name and Contact information of at least three references.

Section 3 **5 Points** This criterion considers how your firm will meet the requirements of Section 3.

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 the Chief Finance Officer (CFO) and Contracts when they:

- Do not affect 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 Facilitator for the Evaluation Panel 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 by the Facilitator 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). 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 F) 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 Governors or based on award amount, by the Board of Governors.

VI. SCOPE OF WORK**Program Summary & Scope of Services**

The Housing Authority of the County of Salt Lake dba Housing Connect (HC) is a high-performing public housing authority serving approximately 5,000 households through a diverse portfolio that includes Public Housing, Housing Choice Voucher (HCV), Low-Income Housing Tax Credit (LIHTC) properties, non-HCV rental assistance programs, and other affordable housing assets, both directly and through affiliated entities.

Housing Connect participates in HUD's Moving to Work (MTW) Demonstration Program, which provides the authority to design and implement locally driven, innovative housing strategies that promote housing stability, self-sufficiency, and cost effectiveness. Through MTW flexibilities, Housing Connect may combine funding streams (Section 8, Section 9, and Capital Funds) into a single agency-wide funding structure, while testing alternative policies, rent structures, and program approaches.

Housing Connect seeks qualified consultants to provide comprehensive MTW program support, along with broader Housing Authority operational, policy, compliance, and programmatic assistance across its portfolio.

The initial contract term will be for one (1) year, with the option to extend for up to four (4) additional years in accordance with contract terms.

The selected consultant(s) will provide a combination of strategic, regulatory, operational, and technical support, including but not limited to the following:

1. MTW Program Strategy, Design & Evaluation, MTW Compliance, Planning & Reporting

The consultant shall identify and recommend innovative MTW activities that promote cost effectiveness, self-sufficiency, and housing stability, leveraging available regulatory and funding flexibilities. The consultant will support the development of new initiatives and the refinement of existing activities to enhance program outcomes.

Responsibilities include developing metrics and methodologies to track HUD-required and local performance indicators, evaluating program effectiveness through data analysis, and providing ongoing strategic guidance to agency leadership to inform MTW priorities and decision-making.

2. Fiscal Oversight & Financial Management Support

The consultant shall support budgeting, financial forecasting, and scenario modeling efforts, including assessing the financial impacts of MTW initiatives, rent reform strategies, and other program changes. The consultant will develop and strengthen financial policies and internal controls to promote sound fiscal management.

Responsibilities also include ensuring that financial practices align with HUD requirements and the agency's overall financial management goals, supporting sustainable and compliant program operations.

3. Policy Development & Administrative Framework

The consultant shall draft, review, and maintain key housing policy documents, including the Administrative Plan, ACOP, Supportive Housing policies, leases, and tenant selection plans. Responsibilities include developing and supporting implementation of policies that incorporate MTW flexibilities, alternative rent models, and potential work-related incentives, while ensuring alignment and consistency across programs. The consultant will also support policy execution through development of standard operating procedures and preparation of Board resolutions and supporting documentation for approval of MTW activities and policy changes.

The consultant shall also monitor and incorporate evolving HUD regulatory requirements, including implementation of the Housing Opportunity Through Modernization Act (HOTMA), National Standards for the Physical Inspection of Real Estate (NSPIRE), and other significant statutory, regulatory, and programmatic changes affecting any applicable Housing Connect programs.

4. Housing Choice Voucher (HCV) Program Support

The consultant shall provide subject matter expertise and strategic guidance across Housing Choice Voucher (HCV), Project-Based Voucher (PBV), Rental Assistance Demonstration (RAD), and special purpose voucher programs. This includes supporting updates to policies

and procedures related to eligibility and admissions, waiting list management, income determination and rent calculation, inspections (including HQS and NSPIRE transition), and portability administration, ensuring compliance with HUD requirements and program effectiveness.

The consultant will evaluate current program performance and recommend strategies to improve voucher utilization, leasing success rates, and landlord participation. Additionally, the consultant shall support the development and implementation of SEMAP performance improvement strategies, and conduct quality control reviews and compliance assessments to strengthen program integrity and operational efficiency.

5. Public Housing Program Support

The consultant shall support improvements to public housing policies, lease enforcement, and grievance processes while providing guidance on rent structures and occupancy management. The work includes enhancing operational efficiency through vacancy reduction, faster unit turns, and stronger maintenance systems. The consultant will also assist with NSPIRE compliance, Capital Fund planning, and strategies to improve overall program performance.

6. Non-HCV Voucher Assistance Program Support

The consultant shall provide subject matter expertise and strategic guidance across federally funded programs including Continuum of Care (COC), Housing Opportunities with People with HIV/AIDS (HOPWA), and HOME TBRA. In addition, the consultant shall support with the development of policies and procedures for locally funded rental assistance programs by evaluating and incorporating best practices and proven strategies.

7. Supportive Services Programs Support

The consultant shall support supportive and resident services programs by enhancing program design, service delivery, and overall effectiveness. This includes recommending strategies to improve resident outcomes, service coordination, and program efficiency while ensuring alignment with agency goals and applicable requirements.

8. Cross-Program Policy Alignment & Innovation

The consultant shall identify opportunities to align policies across HCV, Public Housing, and, where applicable, RAD and LIHTC programs. The work includes developing standardized approaches under MTW authority, supporting transitions to streamlined or alternative program models, and providing guidance on rent reform and administrative simplification.

9. Compliance & Regulatory Support

The consultant shall ensure compliance with all applicable federal, state, and local laws, regulations, and program requirements governing public housing, housing choice voucher programs or other programs under the umbrella of Housing Connect. Responsibilities include

developing, reviewing, and updating policies, procedures, and program documents to support regulatory compliance, fair housing, accessibility, and nondiscrimination requirements, as well as implementing best practices and responding to changes in HUD guidance and industry standards. The consultant may also assist with the development and maintenance of reasonable accommodation procedures, language access plans, and other operational policies necessary to support effective program administration and compliance.

The consultant will also support audit preparation and response activities, assist with HUD monitoring reviews, and develop corrective action plans to address identified findings and ensure ongoing compliance.

10. Operational Procedures & Process Improvement

The consultant shall develop process workflows and operational guides while conducting assessments of organizational and program workflows. The work includes recommending improvements to enhance efficiency, consistency, and risk reduction, and standardizing processes across departments and programs where appropriate.

11. Training & Capacity Building

The consultant shall provide training and technical assistance to staff on MTW implementation, policy changes, and HCV and Public Housing compliance requirements. Responsibilities include developing training materials, manuals, and job aids, as well as supporting leadership and program managers in ensuring implementation of readiness.

12. General Housing Authority Advisory Services

The consultant shall provide ongoing advisory support for special projects, program expansion, and redesign initiatives. This includes assisting in the development of strategic plans, policy frameworks, and operational best practices to strengthen program effectiveness. The consultant will also support stakeholder communication efforts with internal staff, the Board of Commissioners, and external partners.

A. CONTRACTORS EMPLOYEES

1. The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The contractor shall be responsible for instructing his employees in safety measures considered appropriate. Utah OSHA safety requirements shall be complied within all activities under this award.

B. WORK AUTHORIZATION

1. If the quotation is accepted the work authorization (Contract) will be issued for services to commence and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by Housing Connect.

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 addendum (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 projects 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 or services and certifications held by staff.

c. Cost

The Offeror must submit a detailed Schedule of Anticipated Fees.

d. Affirmative Action

HC requires each respondent to 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 assisting with the Moving to Work Program. Proposals must include information on competency in performing comparable Moving to Work Program Services, demonstration of acceptable financial resources, and personnel staffing. The vendor shall furnish 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 three (3) 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.** Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Vendors shall include information on past experience with similar projects. Vendors shall describe how their organization can meet the requirements of this RFP and shall include the following:
 - The number of years the Vendor has provided these services; *and*
 - The number of clients and geographic locations that the Vendor 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 Vendor's Contractor Representative who, if the Vendor is selected for award, would be responsible for the daily oversight of the Contract from the Contractor'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.

- The Vendor shall provide evidence of his existence in the Moving to Work Program business for a minimum of three (3) years.
- The Vendor 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 5370. 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.

Contractors 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: Contractors 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 the 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/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HC to reject a proposal, must be received by the Chief Finance Officer (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 Chief Finance Officer (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 Contractor 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 Contractor 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 Contractor 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 Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HC, 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 HC.

5. Proof of Coverage

The Contractor 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. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor 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's 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 HC. 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 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. Contractor 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, 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 Manager
Phone: (801) 284.4446
Email: pwellington@housingconnect.org

This document is to acknowledge that we are in receipt of **RFP # HC2026-09 –Moving to Work Program** 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 HC-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: _____

EXHIBIT B - 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 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)

(Contractors State License Number)

(Company Name)

(By)

(Title)

(Telephone Number)

EXHIBIT C- CLIENT REFERENCE
CURRENT CLIENT REFERENCES (REQUIRED) – RFP#HC2021-12 LEGAL SERVICES

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	_____
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 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 HC 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 HC, during the past twenty-four (24) months at a minimum.

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

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

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