



3595 South Main Street  
Salt Lake City, Utah 84115

# **REQUEST FOR PROPOSAL**

## **RFP# HOUSING CONNECT HC2026-10**

### **ELEVATOR MAINTENANCE & SERVICE**

**ISSUE DATE**  
**October 19, 2026**

#### **AGENCY OVERVIEW:**

The Housing Authority of the County of Salt Lake dba Housing Connect (“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.

#### **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified contractors to furnish services to the Housing Connect as identified in the “Scope of Work” of this request 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 | HUDFORM 5369-A & 5369-B (INSTRUCTIONS TO OFFERORS-NON-CONSTRUCTION)                   |
| EXHIBIT F | HUD FORM 5370-C (GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS) Sec I & Sec II    |
| EXHIBIT G | APPLICABLE SECTION 3 CONTRACT CLAUSE AND COMPLIANCE REQUIREMENTS UNDER 24 CFR PART 75 |

#### **A. Contact Information**

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

Paul Wellington Procurement Manager  
3595 South Main Street  
Salt Lake City, Utah 84115  
(801) 284.4446  
[pwellington@housingconnect.org](mailto:pwellington@housingconnect.org)

Proposals will be accepted by email.

Proposals may be submitted electronically by email to [pwellington@housingconnect.org](mailto:pwellington@housingconnect.org) no later than the proposal deadline stated in the Proposal Timeline. The email subject line must include the RFP number and proposer name. Housing Connect will rely on the time the complete submission is received in the designated inbox. Late, incomplete, corrupted, or inaccessible submissions may be rejected. Proposers should request and retain confirmation of receipt.

#### **Contract Term**

The initial contract term shall be one (1) year from the effective date stated in the final agreement. Housing Connect may, at its sole discretion and subject to satisfactory performance, funding availability, continued need, and approval processes, extend the contract for up to four (4) additional one-year periods. The maximum potential contract term is five (5) years.

#### **Proposal Timeline**

|                      |                        |
|----------------------|------------------------|
| Release of RFP       | 10-19-2026             |
| Questions Due        | 10-27-2026 5:00 PM MST |
| Answers to Questions | 10-29-2026 5:00 PM MST |
| Proposals Due        | 11-04-2026 5:00 PM MST |
| Evaluation Process   | TBD                    |
| Award of Contract    | To Be Determined       |

Housing Connect may insert elective choices such as site visits, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding this RFP must be submitted in writing by the deadline stated in the Proposal Timeline to the RFP Contact identified under Contact Information listed in Section II, Paragraph A - Purpose. Housing Connect will post answers and any resulting addenda on its website. Proposers are responsible for reviewing posted addenda before submitting a proposal.

## **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 opening. 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 in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

### **D. Incurred Costs**

Housing Connect 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**

Housing Connect reserves the right to issue addenda or amendments to this RFP if Housing Connect 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. Best Value Evaluation**

As established in this solicitation, Housing Connect realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of Housing Connect. The optimal combination of quality, price, and various qualitative elements of required services will provide Housing Connect the greatest or best value for its money.

### **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. Housing Connect 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 Housing Connect. If Proposer does so, the proposal may be determined to be a non-responsive counteroffer 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 Housing Connect to be immaterial or inconsequential, Housing Connect 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 Housing Connect may elect to waive the deficiency and accept the proposal.

This RFP does not commit Housing Connect to award a contract. Housing Connect reserves the right to reject any or all proposals if it is in the best interest of Housing Connect to do so. Housing Connect 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 records submitted in response to this RFP are subject to the Utah Government Records Access and Management Act, Utah Code Title 63G, Chapter 2, and other applicable law. A proposer seeking protected treatment must clearly identify each portion claimed to be protected and state the specific legal basis for the claim. Marking information as confidential does not require Housing Connect to withhold it, and Housing Connect will make disclosure determinations in accordance with applicable law.

#### **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 Housing Connect 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.

Housing Connect 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 Housing Connect 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 Housing Connect in making its determination as to whether or not disclosure is proper under federal, state or local law. The Housing Connect 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**

Housing Connect 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. Housing Connect 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 Housing Connect. "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 subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Further, Proposer affirms that it has no record of unsatisfactory performance with Housing Connect 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 Housing Connect or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, 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**

Final authority to award a contract resulting from this RFP rests with Housing Connect in accordance with its adopted procurement authority, approval thresholds, and delegations. Any required Board of Commissioners approval will be obtained before contract execution.

## **SCOPE OF WORK**

The selected contractor shall provide full-service elevator maintenance and inspection support, including all services customarily required to maintain the covered equipment in safe, reliable, and code-compliant operating condition.

Housing Connect may accept proposals for all elevators included in the final equipment inventory or for selected elevators, properties, groups of elevators, or service areas identified by the proposer. Proposers submitting a partial proposal must clearly identify each elevator, property, or group of elevators included in the proposal and must provide complete pricing, staffing, response-time, inspection, and service information for the portion of the inventory proposed. Housing Connect reserves the right to award one contract for all elevators, multiple contracts by property or elevator group, or any combination of awards that is in the best interest of Housing Connect.

### **Elevators to be Serviced**

| <b>Location</b>                                     | <b>Number of Elevators</b> | <b>Make</b>                        | <b>Number of Stops</b> | <b>Capacity &amp; Type</b>                | <b>"E" Elevator Number</b> | <b>Age</b>   |
|-----------------------------------------------------|----------------------------|------------------------------------|------------------------|-------------------------------------------|----------------------------|--------------|
| Central City<br>434 South 500<br>East<br>SLC, 84102 | 2                          | TK Car 1<br>TK Car 2               | 5<br>3                 | 3500/psgr/electric<br>3500/psgr/hydraulic | E-11458<br>E-11459         | 2020<br>2020 |
| BODHI<br>750<br>W. South Temple<br>SLC, 84104       | 2                          | Schindler Car 1<br>Schindler Car 2 | 5<br>5                 | 3000/psgr<br>3000/psgr                    | E-10598<br>E-10599         | 2018         |
| The HUB<br>3848 South<br>West Temple                | 2                          | TK Car 1<br>TK Car 2               | 5<br>5                 | 3500/psgr/electric<br>3500/psgr/electric  |                            | 2019<br>2019 |

|                                                                        |   |                                                                      |                    |                                                                                                     |                              |                              |
|------------------------------------------------------------------------|---|----------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------|------------------------------|------------------------------|
| Bud Bailey<br>3970 S Main<br>Street<br>SLC, 84115                      | 3 | Schindler Building D<br>Schindler Building A<br>Schindler Building C | 4<br>4<br>2        | 3500/psgr/hydraulic<br>3500/psgr/hydraulic<br>2500/psgr/hydraulic                                   | E-<br>9257<br><br>E-<br>8911 | 2014<br>2013<br>2013         |
| Kelly<br>Benson<br>3122<br>South 3600<br>West<br>West Valley,<br>84119 | 1 | TK Car 1                                                             | 2                  | 5000/psgr/hydraulic                                                                                 |                              | 2010                         |
| New City<br>Plaza<br>1966 & 1992<br>South 200 East<br>SLC, 84115       | 4 | Dover Car 1<br>Dover Car 2<br>Dover Car 1 East<br>Dover Car 2 West   | 17<br>17<br>8<br>8 | 3500/psgr/electric<br>gearless<br>2000/psgr/electric<br>gearless<br>3000/psgr<br>2000/psgr/electric |                              | 1974<br>1974<br>1974<br>1974 |
| Grace Mary<br>Manor<br>19 W Gregson<br>Ave<br>SLC, 84115               | 1 | TK Car 1                                                             | 3                  | 3500/psgr/hydraulic                                                                                 | E-<br>7411                   | 2008                         |
| Main Office<br>3595 S Main<br>Street<br>SLC, 84115                     | 1 | Kimball Car 1                                                        | 2                  | 2500/psgr/hydraulic                                                                                 |                              | 1989                         |
| KWB<br>Future<br>./ New<br>Warranty                                    | 2 |                                                                      |                    |                                                                                                     |                              | 2026                         |
| Stratford                                                              | 1 | Carson Elevator                                                      | 3                  | 1400/Limited<br>Access/Roped Hydraulic                                                              | E-<br>7170                   | 2007                         |
| East 72                                                                | 2 | TK Elevator<br>Company                                               | 3                  | 3500/hydraulic/passenger                                                                            | E-<br>12874<br>E-<br>12875   | 2024                         |
| Medina                                                                 | 1 | Schindler Elevator                                                   | 6                  | 3500/MRL<br>electric/passenger                                                                      | E-<br>11834                  | 2021                         |
| Kearns<br>Mountain<br>View<br>Future / New<br>Warranty                 |   |                                                                      |                    |                                                                                                     |                              |                              |

The contract shall cover the elevators specifically identified in the final equipment inventory accepted for award. Housing Connect may add or remove equipment during the contract term only through a written contract modification that identifies the affected elevator, effective date, scope, and corresponding price adjustment.

Within thirty (30) days after the effective date, the Contractor shall inspect each awarded elevator, review available maintenance and inspection records, document existing deficiencies and excluded conditions, confirm the equipment inventory, and submit a written transition report and preventive maintenance schedule to Housing Connect. Conditions not identified in the transition report shall not later be treated as pre-existing without supporting documentation.

### **Preventive Maintenance**

- Perform routine preventive maintenance in accordance with manufacturer recommendations, applicable codes, industry standards, and the contractor's approved maintenance control program.
- Inspect, adjust, lubricate, clean, test, and maintain elevator components, including controllers, motors, machines, brakes, door operators, hoistway equipment, car operating panels, landing fixtures, safety devices, communication systems, and related equipment.
- Provide a written preventive maintenance schedule and maintain service logs for each elevator.
- Identify developing deficiencies and recommend corrective action before failures occur. At least annually, the Contractor shall provide a written condition report for each covered elevator. The report must summarize equipment condition, maintenance completed, callback and downtime history, recurring deficiencies, code or safety concerns, obsolete components, and recommended repairs or capital improvements. Upon request, the Contractor shall also provide service-request and repair data by property and elevator in a downloadable electronic format.
- The Contractor shall state the minimum on-site preventive maintenance frequency for each elevator and shall not reduce that frequency without Housing Connect's prior written approval. Service records must identify the property, elevator number, date, arrival and departure times, technician, work performed, parts used, deficiencies observed, recommended corrective action, equipment status, and follow-up date. Records must be provided electronically to Housing Connect after each visit and retained for the contract term and any required record-retention period.

### **Repair Services**

- Provide troubleshooting and repair services necessary to restore elevator equipment to proper operating condition.
- Provide labor, standard replacement parts, supplies, and materials within the proposed monthly maintenance price unless the proposal clearly identifies an exclusion and Housing Connect expressly accepts that exclusion in the final contract. The proposal must distinguish included preventive maintenance, included callbacks, chargeable callbacks, testing, major repair work, obsolete or proprietary components, after-hours labor, freight, travel, permits, and subcontracted services.
- Obtain written authorization from Housing Connect before performing billable work outside the approved scope or established not-to-exceed amount.
- The proposer must provide a complete schedule of circumstances that may produce charges outside the monthly maintenance price, including vandalism, misuse, power conditions, force-majeure events, obsolete parts, code-required changes, overtime requested by Housing Connect, false alarms, travel time, team repairs, specialty labor, freight, and subcontracted services. Any circumstance not clearly disclosed and accepted in the final contract will be treated as included in the monthly maintenance price unless Housing Connect authorizes it in writing.

- Housing Connect will issue a written work order for services outside the monthly maintenance scope. The work order must identify the affected property and elevator, describe the authorized work, state the pricing basis or not-to-exceed amount, establish the required completion date, and identify any required supporting documentation. The Contractor shall review the work order and, within three (3) business days, confirm in writing its ability to complete the work as specified or identify any requested change. No extra work may begin until Housing Connect has approved the work order in writing and confirmed that sufficient funding is available.
- Provide detailed repair recommendations, cost estimates, and anticipated timelines for major repairs. Any addition, deletion, price change, or schedule change after a work order is approved must be documented in a written work-order change signed by Housing Connect before the Contractor performs the changed work. The Contractor assumes the risk of performing changed or additional work without written approval.

### **Testing, Inspections, and Code Compliance**

- Coordinate with Housing Connect, the Utah Labor Commission, authorized inspectors, and other authorities having jurisdiction for required inspections, testing, and certification activities.
- Support required periodic inspections and testing, including safety tests, pressure tests, load tests, and other tests required by applicable law, code, or authority having jurisdiction.
- Prepare elevators for inspection and promptly correct deficiencies identified by inspectors.
- Provide copies of inspection reports, deficiency notices, test results, certificates, and related documentation to Housing Connect.
- The Contractor shall keep wiring diagrams, maintenance control information, programming records, and other equipment documentation current with all changes made during the contract. Updated documentation must remain at the applicable property when required by code and must also be provided to Housing Connect upon request. All such documentation prepared or updated under the contract will remain Housing Connect property.
- Maintain compliance with applicable federal, state, and local requirements, including applicable ASME, ADA, building code, and Utah elevator safety requirements.
- The proposal must state whether required monthly, annual, and five-year safety tests, pressure tests, load tests, and related labor and test weights are included in the monthly maintenance price or separately priced. The proposal must separately identify any third-party inspection, witnessing, permit, or certification fees that Housing Connect would be responsible to pay.

### **The following elevator equipment is not included in this contract:**

Components of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring, and floor covering.

Elevator hoistway door panels, frames, and sills.

Cover plates for signal fixtures and opening stations.

Intercommunication systems used in conjunction with the equipment.

Main line power switches, breakers, and feeders to controller.

Emergency car light and all batteries, including those for emergency lowering.

Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.

Jack unit cylinder buried piping and buried conduit.

### **Emergency Response and Callback Service**

- Provide twenty-four (24) hours per day, seven (7) days per week emergency callback service.
- Respond immediately to entrapments and other life-safety issues.
- Proposers must provide guaranteed dispatch and on-site arrival times for passenger entrapments, life-safety conditions, complete elevator shutdowns, urgent service calls, routine service calls, and after-hours calls. For each category, identify hours of coverage, the event that starts the response clock, geographic or weather exclusions, escalation contacts, required status updates, and proposed service credits or other remedies for missed response times. Accepted commitments may be incorporated into the final contract as enforceable service-level requirements.
- Proposals shall identify any conditions, exclusions, escalation procedures, or service credits/remedies associated with the proposer's guaranteed response times. Housing Connect may incorporate accepted response-time guarantees into the final contract as enforceable service-level requirements.
- If the Contractor misses an accepted response-time commitment, Housing Connect may apply the service credit or other remedy stated in the final contract. If the Contractor cannot promptly restore an elevator because qualified personnel, equipment, or parts are unavailable, Housing Connect may obtain necessary service from another provider and may recover reasonable resulting costs from the Contractor to the extent permitted by the final contract.
- The Contractor shall notify Housing Connect whenever an elevator will remain out of service for more than two (2) hours and provide the time service was interrupted, the known cause, the restoration plan, and the estimated return-to-service time. Routine maintenance must be scheduled with the designated property representative to minimize disruption. Unless Housing Connect approves otherwise, the Contractor shall not intentionally remove more than one elevator at a property from service at the same time.

### **Spare Parts**

Parts must be new original equipment manufacturer parts or manufacturer-approved equivalent parts that preserve all applicable warranties, listings, and code compliance. The Contractor shall identify critical parts for each equipment type and explain how those parts will be stocked or delivered to the site within eight (8) hours after notice of failure. If a third-party supply delay prevents compliance, the Contractor shall notify Housing Connect within twenty-four (24) hours and provide the part description, order status, expected delivery date, interim safety measures, and restoration plan.

The Contractor warrants that repair and replacement work will be free from defects in workmanship and materials for at least twelve (12) months after Housing Connect's acceptance. Upon notice of a covered defect, the Contractor shall correct the defect and replace defective labor, materials, or parts at no additional cost within ten (10) business days, or sooner when required to address an unsafe condition or service interruption.

### **Cancellation**

If the Contractor fails to perform a material requirement of the contract, Housing Connect may provide written notice describing the deficiency and a reasonable opportunity to cure. Unless a different period is stated in the notice or required by the applicable HUD contract clauses, the cure period will be ten (10) calendar days. Housing Connect may suspend unsafe work immediately and may terminate for default if the deficiency is not timely cured. Housing Connect may also terminate for convenience upon thirty (30) days' written notice, subject to payment for accepted services performed through the effective termination date.

### **Minimum Contractor Qualifications**

- Be properly licensed, registered, and authorized to perform elevator maintenance and repair services in Utah.
- Employ or contract with qualified elevator mechanics, technicians, supervisors, and inspectors, as applicable.
- Have at least five (5) years of relevant experience providing elevator maintenance and repair services for comparable properties.
- Maintain the insurance coverages required by Housing Connect and applicable law.
- Demonstrate the ability to provide timely emergency response and adequate staffing for the covered equipment.
- Have no unresolved pattern of default, poor performance, or safety violations that would materially affect performance under the contract.

### **Proposal Submission Requirements**

Proposals shall be organized in the order listed below and shall include sufficient information for Housing Connect to evaluate the proposer's qualifications, approach, capacity, and pricing.

- Cover letter signed by an authorized representative.
- Company profile, including years in business, office location, ownership structure, and primary contact.
- Statement of qualifications and relevant experience.
- Description of proposed staffing, technicians, supervisors, and emergency response procedures.
- Preventive maintenance plan and proposed service schedule.
- Approach to inspections, testing, deficiency correction, and regulatory coordination.
- References for at least three comparable contracts.
- Pricing proposal, including monthly maintenance price, separate hourly labor rates for work performed during regular business hours and work performed after hours, overtime/weekend/holiday rates, emergency callback rates, testing costs, excluded items, markup on parts or subcontracted work, guaranteed response times, and proposed pricing for each optional extension year.
- Identification of whether the proposal covers all elevators or only selected elevators, properties, groups of elevators, or service areas. Partial proposals must include a complete list of covered elevators/properties and must clearly exclude any elevators or properties not included.
- Exceptions or requested changes to the RFP or proposed contract terms.
- Section 3 compliance approach, including proposed outreach, hiring, training, subcontracting, labor-hour tracking, documentation, and reporting procedures if Section 3 applies to the contract.
- Required forms, certifications, insurance evidence, and any other documents requested by Housing Connect.
- The Contractor shall maintain directly pertinent books, invoices, work orders, service records, material-cost documentation, payroll records when applicable, and other records relating to the contract. Housing Connect and its authorized representatives may inspect and audit those records during the

contract and for at least three (3) years after final payment, or for any longer period required by applicable law or federal funding requirements.

- Acknowledgment that the proposer has reviewed HUD Form 5370-C and will comply with all provisions applicable to the final contract, including applicable federal contract clauses, Section 3 requirements, and recordkeeping and reporting obligations. Any federal labor standards or wage determination will apply only if Housing Connect expressly incorporates them into the final solicitation or contract documents.

Invoices must separately identify each property and elevator, the monthly maintenance charge, authorized extra work, labor hours and applicable rates, parts and markup, subcontracted services, taxes if applicable, and the related work-order or authorization number. Each invoice for extra work must include the signed work order, technician service records, and documentation of actual material and subcontractor costs. No extra work is payable without prior written authorization. Pricing for each extension year must be stated in the proposal; any permitted adjustment must be based on the accepted pricing schedule and documented in a written contract modification.

## 7. Evaluation Criteria

| Evaluation Factor                                                                            | Points |
|----------------------------------------------------------------------------------------------|--------|
| Qualifications, experience, and references                                                   | 30     |
| Technical approach, preventive maintenance plan, and inspection coordination                 | 25     |
| Emergency response capacity, staffing, and service availability                              | 20     |
| Price and overall cost reasonableness                                                        | 20     |
| Section 3 compliance approach, federal compliance capacity, completeness, and responsiveness | 5      |
| Total                                                                                        | 100    |

## RFP REQUIREMENTS AND CONDITIONS

### Submission Requirements

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5369-B 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 Housing Connect 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.

A protest concerning the solicitation must be received by the RFP Contact before the proposal deadline. A protest concerning the recommended award or rejection of a proposal must be received within three (3) business days after the protester receives written notice of the decision. The protest must identify the RFP number, the challenged action, the factual and legal grounds, supporting documentation, and the requested remedy. Housing Connect will issue a written decision within fourteen (14) calendar days after receipt, subject to any review rights required by applicable law or Housing Connect policy.

## 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 Housing Connect as an additional insured. Following are the standard types and minimum amounts.
- ☒ **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 insured.*
  - ☒ **Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *Housing Connect 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.*
- 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.

## **C. Indemnification and Insurance Requirements**

### **1. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Housing Connect and its officers, employees, agents, and volunteers from claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, but only to the extent caused by the negligent acts or omissions, willful misconduct, or breach of contract of the Contractor or anyone for whom the Contractor is legally responsible in performing the contract. This obligation does not require indemnification for the sole negligence or willful misconduct of Housing Connect.

### **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 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 immediately furnish certificates of insurance to 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 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 Housing Connect. Housing Connect'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 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 Connect'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.

## **CONTRACT CONDITIONS**

### **Americans with Disabilities Act**

The Contractor must comply with all applicable federal and state civil rights laws, including the Americans with Disabilities Act and applicable rehabilitation statutes.

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

The resulting contract will be governed by the laws of the State of Utah. The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and procurement requirements.

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

The selected company will be expected to sign the Housing Connect's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the Housing Connect cannot come to terms with respect to the contract, the Housing Connect 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 to the Housing Connect.

The final contract will identify all incorporated documents and their order of precedence. Unless otherwise stated in the final agreement, the executed contract and written amendments will control over the RFP, addenda, the Contractor's proposal, pricing schedules, work orders, and other exhibits when provisions cannot reasonably be reconciled.

## EXHIBIT A – CONTACT INFORMATION FORM

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

This fax is to acknowledge that we are in receipt of RFP # **Housing Connect 2026-10 -Elevator Maintenance & Service** 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: \_\_\_\_\_

## 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. If Housing Connect accepts this proposal within nine (9) months after the proposal deadline, or before the proposal is withdrawn with Housing Connect's written consent, the undersigned agrees to execute Housing Connect's prescribed contract and provide the required insurance documents within ten (10) days after receiving the contract 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 # HOUSING CONNECT 2026-10 – ELEVATOR  
MAINTENANCE & SERVICE**

*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 Housing Connect's Chief Financial Officer and Procurement Department if, at any time before award, the Proposer learns that this certification was erroneous when submitted or has become erroneous because of changed 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 Housing Connect government, the Housing Connect Chief Finance Officer (CFO) Contracts 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:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**EXHIBIT E – HUD FORM 5369-A Representations, Certifications**

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

**HUD FORM 5369-B Instruction to Offerors – Non Construction**

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

**EXHIBIT G – HUD FORM 5370-C (GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS)Sec I & Sec II**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C1.pdf>

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C2.pdf>

**EXHIBIT H – SECTION 3 CLAUSE AND SECTION 3 STATEMENT (HUD 24 CFR PART 135)**



**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.

**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)