

REQUEST FOR PROPOSALS

RFP No. 26-393-OPER

Fleet Maintenance Services (As-Needed)

RFP INFORMATION AT A GLANCE

Questions Deadline:

Due no later than: November 17, 2026, 4:30 p.m. (MST)

All questions must be submitted in writing via mail or email to Jessica Valdez.

Proposal Submission Deadline:

Due no later than: November 24, 2026, 4:30 p.m. (MST)

Contract Term:

*1 year, with options to renew annually, not to exceed 5 years
(subject to final approval)*

Procurement Contact:

Jessica Valdez, Director of Procurement/Contract Compliance

jessica.valdez@hapueblo.org



201 S. VICTORIA / PUEBLO, COLORADO 81003
October 26, 2026

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NOTICE AND INTRODUCTION

I. NOTICE

The Housing Authority of the City of Pueblo (HACP) requests proposals from qualified automotive maintenance and repair companies to provide scheduled preventative maintenance, diagnostics, repairs, and related fleet services on an as-needed basis.

HACP maintains a fleet of vehicles used to support its daily operations and housing programs. The successful contractor shall comply with all applicable federal, state, and local laws and regulations, as well as HACP's contractual requirements. Applicable federal contract provisions and HUD forms are incorporated in this document.

HACP anticipates entering into a nonexclusive agreement for these services for **one (1) year**, with an option to extend the service agreement for up to four (4) additional one-year periods, for a total term not to exceed five (5) years. Any extensions shall be exercised at the sole discretion of the HACP, based on satisfactory performance, continued need, and the reasonableness of pricing.

At the time of proposal opening, each bidder shall certify to have read and are thoroughly familiar with the entire bid package. Failure or omission of any bidder to examine in any form, instrument, or document shall in no way relieve any bidder from their obligation in respect to the bid.

Questions shall be submitted in writing to the HACP contact, listed on the cover by the stated deadline. Only written addenda issued by the HACP modify this solicitation.

II. AGENCY BACKGROUND & COMPLIANCE REQUIREMENTS

The Housing Authority of the City of Pueblo (HACP) was established in 1953 as a quasi-governmental agency to provide safe, decent, and affordable housing for low-income families, elderly individuals, and persons with disabilities within the Pueblo community. HACP administers federally assisted housing programs and is required to comply with applicable federal regulations, including the Fair Housing Act and requirements established by the U.S. Department of Housing and Urban Development (HUD). HACP is committed to promoting equal housing opportunities, encouraging resident self-sufficiency, and improving the quality of life for those it services while ensuring responsible stewardship of public resources.

III. OVERVIEW OF SERVICES REQUESTED

Services may include routine inspections, preventive maintenance, oil and filter changes, tire services, brakes, batteries, electrical and mechanical diagnostics, repairs, emergency assistance, towing coordination, and vehicle maintenance records. HACP may obtain work from other providers when necessary. Work will be ordered only by authorized HACP personnel and on an as-needed basis. There is no guaranteed amount of service requested.

IV. SCOPE OF FLEET MAINTENANCE SERVICES

1. Scheduled inspections

Provide a documented multi-point inspection at routine maintenance appointments, including fluids, tires, brakes, lighting, wipers, belts, hoses, battery, leaks, and safety concerns. Oil changes and other services shall follow manufacturer guidance and HACP authorization rather than an automatic mileage-only schedule.

2. Preventive maintenance

Quote routine maintenance by vehicle class and service type. Identify items included, parts and fluids, service intervals, and exclusions.

3. Repairs and diagnostics

Provide diagnostics and itemized written estimates identifying labor hours/rates, parts, fees, anticipated completion date, and warranty. Do not begin additional repairs without prior written authorization from designated HACP personnel.

4. Mobile and emergency services

Describe any available on-site service, roadside response, towing capability or arrangements, geographic coverage, hours, and response times. Clearly identify third-party services. If none, please state as such.

5. Vehicle handling and service levels

Describe scheduling, drop-off and pickup, vehicle security, key control, work turnaround, after-hours procedures, and notification of delays. Do not operate agency vehicles except as needed for authorized diagnosis and testing.

6. Documentation and reporting

Provide itemized invoices showing vehicle identifier/VIN or unit number, odometer, date, findings, authorized work, parts, labor, fees, and warranty. Maintain service histories and provide records to HACP upon request.

7. Parts and workmanship

Identify whether OEM, aftermarket, or remanufactured parts are proposed and obtain approval for substitutions. State labor and parts warranty periods and the process for correcting deficient work.

8. Fleet inventory

Use Attachment F for current vehicles. Inventory may change during the contract; HACP does not guarantee any particular vehicle or volume of work.

V. PROPOSAL SUBMISSION REQUIREMENTS & FORMAT

Submit three (3) bound hard copies, including one signed original in a **sealed package** delivered to HACP, Attention to Jessica Valdez, at 201 S. Victoria St., Pueblo, CO 81003. Mark the package “Fleet Maintenance Services — RFP 26-393-OPER” and include your company name and return address.

Emailed proposals will not be accepted. Proposals received after the deadline will not be considered.

All updates via Addenda will be posted on HACP’s website at the following link. [Business Opportunities | Housing Authority of the City of Pueblo](#). It is the responsibility of the proposer/bidder to confirm they have received and read all addenda prior to submission.

Proposals must be bound in the format below:

Tab 1 – Form of Proposal — Complete Attachment A.

Tab 2 – Profile of Business — Complete Attachment B; include licenses, ownership, and disclosures.

Tab 3 – Relevant Experience — Describe years in business, fleet customers, and similar service volumes.

Tab 4 – Service Approach — Address scheduling, inspection process, turnaround, estimates, authorization, mobile services if any, towing if any, and service records.

Tab 5 – Staffing and Facilities — Identify technicians, certifications, shop location, hours, equipment, and capacity.

Tab 6 – Fees — Complete Attachment C, including all rates, markups, charges, and warranty terms.

Tab 7 – References — Provide three recent comparable customer references.

Tab 8 – Certifications and Affidavits — Submit signed acknowledgement and notarized non-collusive affidavit; additional required forms as specified in final solicitation.

VI. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

	CRITERIAN	MAX POINTS
1	Relevant fleet maintenance experience and qualifications	20
2	Service approach, capacity, and responsiveness	25
3	Technician qualifications and facilities	15
4	Mobile service, towing, and location/accessibility	10
4	Recordkeeping, reporting, and warranties	10
5	Proposed fees and overall value	20
	TOTAL POINTS AVAILABLE	100

Evaluation will consider the completeness, competitiveness, and reasonableness of pricing, not solely the lowest quoted rate. HACP may verify references, seek clarifications, and request interviews consistent with applicable procurement rules.

VII. SELECTION PROCESS

An HACP evaluation panel will review responsive proposals against the published criteria, document findings, and recommend award. HACP may request interviews, clarifications, or best and final offers where permitted. Award is subject to internal approval and execution of a written agreement. No work may commence before HACP authorization.

VIII. CONTRACT REQUIREMENTS

A sample contract is attached following this section. Any objections or questions to this form should be submitted in writing and will be addressed via addendum.

1. Nonexclusive, as-needed agreement

No minimum purchases or guaranteed assignments. HACP may use other mechanics when necessary.

2. Contract term

Initial term of one year, with optional one-year extensions by written agreement/approval. Proposed pricing changes for renewals must be disclosed and approved in writing. Price changes will not be considered during the initial year and can only be requested at renewal periods.

3. Work authorization

Only designated HACP staff may approve repairs, estimates, and additional work. Unauthorized services may be rejected for payment.

4. Invoicing and payment

Monthly itemized invoices, identifying contract number and vehicle, are payable net 30 following receipt and verification of acceptable services. Submit invoices within 60 calendar days of completed service unless otherwise agreed.

5. Licensing and Insurance Requirements

Prior to contract award (but not required at proposal submission), the successful proposer will be required to provide the following documentation):

- a. * Workers' Compensation Insurance Certificate
 * Automobile Insurance Certificate - (\$500,000 per occurrence)
 * Liability Insurance Certificate - (\$1,000,000 per occurrence)
 * *Insurance Certificate should state that the Housing Authority of the City of Pueblo is an additional insured entity.*
- b. Current W9
- c. Contractor Certification – Employment Eligibility Verification

6. Safety and vehicle custody

Contractor is responsible for safe practices and reasonable safeguarding of HACP vehicles, keys, and property in its possession. Promptly report damage, theft, incidents, or unsafe conditions.

7. Conflicts, integrity, and compliance

Disclose actual or potential conflicts; comply with applicable nondiscrimination, debarment, and procurement requirements.

IX. GENERAL INFORMATION

- A. HACP reserves the right to reject any or all proposals, waive minor informalities where permitted, cancel or reissue this solicitation, and make an award in its best interest consistent with applicable procurement requirements. All questions must be submitted in writing. Proposers bear their own proposal preparation costs. Any exceptions to solicitation or sample contract terms must be clearly identified in the proposal.

B. Right to Negotiate Final Fees

HACP reserves the right to negotiate final fees with the apparent successful proposer. Proposed fees may serve as the basis for negotiations following selection authorization to proceed.

If negotiations are not successfully concluded within **five (5) business days**, as determined by HACP, HACP reserves the right to terminate negotiations and begin negotiations with the next highest-ranked proposer. HACP further reserves the right to negotiate additional or modified fees should its service needs change.

C. Indefinite Quantity / Task Order Basis

The resulting contract shall be an **Indefinite Quantity Contract (IQC)** with services issued on a task-order, as-needed basis. HACP makes no guarantee as to the quantity, frequency, minimum, or maximum amount of work that may be ordered under the contract.

D. Signature of Proposal

Proposals must be submitted clearly indicating the name of the firm and signed by the owner or an authorized executive officer.

END OF SECTION

FORM OF PROPOSAL

ATTACHMENT A

Proposer / Company: _____

Authorized Representative / Title: _____

Address: _____

Phone / Email: _____

We acknowledge receipt of addenda numbered: _____

The undersigned certifies that the proposal is accurate, that the proposer has reviewed the solicitation, and that the proposer offers the services at the proposed prices subject to the final contract.

Signature: _____ Date: _____

PROFILE OF BUSINESS FORM

ATTACHMENT B

Page 1 of 2

- (1) Legal Business Name/ DBA: _____
- (2) Business Address and primary service location: _____

- (3) Year Established: _____ Ownership Type: _____
- (4) Business License(s): _____
- (5) Number of technicians: _____ ASE-certified technicians: _____
- (6) Service Hours / emergency availability: _____
- (7) Primary contact: _____
- (8) Any actual or potential HACP conflicts of interest? Yes/No (explain if yes)

- (9) Three comparable references (organization, contact, phone):
1. _____
2. _____
3. _____
- (10) Proposer Business Classification (Voluntary): HACP encourages participation by qualified businesses of all sizes and ownership types. The following information is requested for procurement outreach, recordkeeping, and applicable reporting purposes.
- Please identify any classifications applicable to your firm:
- ☐ Small Business Enterprise (SBE)
 - ☐ Minority-Owned Business Enterprise (MBE)
 - ☐ Woman-Owned Business Enterprise (WBE)
 - ☐ Veteran-Owned Business
 - ☐ Section 3 Business Concern (if applicable)
 - ☐ Resident-Owned Business
 - ☐ Other: _____
 - ☐ None of the above
 - ☐ Prefer not to disclose
- Certification Agency (if applicable): _____
- Certification Number (if applicable): _____
- Completion of this section is voluntary. Failure to identify a business classification or provide certification shall not, by itself, disqualify a proposer from consideration.*
- (11) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any

services by the Federal Government, the State of Colorado, or any Local Government Agency within the State of Colorado? ☐ Yes ☐ No

If yes, please attach a full detailed explanation, including dates, circumstances, and current status.

- (12) Disclosure Statement: Does this firm or any principals of this firm have any current, past personal or professional relationship with any Commissioner or Officer of the HACP? ☐ Yes ☐ No

Name (s) of such Commissioner or Officers: _____

If "Yes," please attach a full detailed explanation, including names, circumstances, and current status.

- (13) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HACP discovers that any information entered herein is false, that shall entitle the HACP to not make award or to cancel any award with the undersigned party.

NOTE: If necessary, please attach additional information on additional pages:

_____	_____	_____	_____
Signature	Date	Printed Name	Company

PROPOSED FEES FORM

ATTACHMENT C

Instructions:

State all charges and whether rates include disposal fees, or other fees. Attach additional schedules or pages for differing vehicle classes as needed. Please do not include taxes in fees below. HACP is tax-exempt and will provide documentation upon request.

1. Standard Hourly Rates

Item	Rate/Amount	Comments
Standard Labor (per hour)	\$	
Diagnostic Labor (per hour)	\$	
Mobile Labor (if applicable)	\$	
Parts Markup (cost-plus%) (if applicable)	%	
Towing in-town	\$	
Tire Repairs	\$	
Tire Rotations	\$	
Battery replacement labor	\$	
Brake replacement labor	\$	
Disposal Fees (if applicable)	\$	
Environmental Fees	\$	
Shop supplies	\$	
Other (Specify)	\$	

2. Scheduled preventative maintenance (PM) pricing (specify services and vehicle type)

Service / Vehicle class	Fixed Fee	Included Work / Description of service
Quarterly multi-point inspection	\$	
Oil and filter service light duty	\$	
Additional PM level / service	\$	
Additional PM level / service	\$	
	\$	
Other (Specify)	\$	

Warranty on labor: _____ Warranty on parts: _____

Pricing exceptions / exclusions / rate adjustment requests:

Certification

The undersigned certifies that the pricing submitted herein is complete and accurate and will remain valid for the initial year specified in the RFP unless otherwise negotiated and approved by HACP.

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

FORM OF ACKNOWLEDGEMENT

ATTACHMENT D

The Housing Authority of the City of Pueblo reserves the right to reject any or all bids and to waive informalities.

The undersigned has carefully examined the entire request for proposal, and acknowledges that written addenda form part of the solicitation. The proposer agrees to furnish the services as proposed, subject to execution of the final agreement.

Terms: net 30 days

Addenda received (if applicable): _____

Company Name and Address: _____

Phone Number _____

Authorized Signature _____

Typed/Printed Name _____

Date _____

SEAL (if bid is by a corporation)

Signatures: If the Proposal is being submitted by a Corporation, The Proposal shall be signed by an officer, i.e., President or Vice President. The signature of the Officer shall be attested to by the Secretary and properly sealed. If the Proposal is submitted by an individual or partnership, the Proposal shall so indicate and be properly signed.

Return with Proposal to:

**Housing Authority of the City of Pueblo
Attn: Jessica Valdez, Director of Procurement/Contract Compliance
201 S. Victoria Ave.
Pueblo, CO 81003**

FORM OF NON-COLLUSIVE AFFIDAVIT

ATTACHMENT E

(PRIME OFFEROR)

State of _____) County of _____)

I, _____, being first duly sworn, state that I am authorized to submit this proposal on behalf of _____;

That the proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and have not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Pueblo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Company Name: _____

Typed Name and Title _____

Signature of Offeror, if the offeror is an individual: _____

Signature of Partner, if the offeror is a partnership: _____

Signature of Officer, if the offeror is a corporation: _____

Subscribed and sworn to before me this _____ day of _____, 20____, by

Notary Signature: _____

My commission expires: _____, 20_____

FLEET INVENTORY

ATTACHMENT F

Housing Authority of The City of Pueblo

CURRENT VEHICLE INFORMATION										
DEPT/ VEH ID	YEAR	MAKE	MODEL	SERIES	VIN	EST. ANNUAL MILEAGE	ODOMETER		AGE	
150050	2001	Ford	F-150	XL 4x2 Regular Cab Styleside 6.6 ft. box	3FTRF17W21MA53531	1,935	50,000		26	
150005	2003	Dodge	Ram Van 3500	Base Cargo Van 127,2 in, WB	2D7KB31Y83K512722	3,527	84,057		24	
155061	2005	Chevrolet	Colorado	Fleet 4x2 Extended Cab 6 ft. box 126 in.	1GCCS198858257762	3,370	73,577		22	
150027	2006	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTRF12W06NB57987	5,704	118,837		21	
150034	2006	Ford	E-350 Super Duty	Commercial Cargo Van	1FTSE34L16DA81463	4,935	102,814		21	
150062	2008	Ford	Ranger	XLT 2dr 4x2 Regular Cab Styleside 7 ft. box	1FTYR10E68PA20721	3,785	70,977		19	
150011	2008	Ford	F-150	XL 4x4 Regular Cab Styleside 6,5 ft. box	1FTRF14V98KB70729	2,914	54,634		19	
150012	2008	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTRF12WX8KD70305	4,980	93,367		19	
150017	2008	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTRF12WX8KD79635	5,760	108,000		19	
150018	2009	Chevrolet	Colorado	LT 4x2 Regular Cab 6 ft. box 111,3 in, WB	1GCCS14E898144042	5,746	102,000		18	
150021	2009	Chevrolet	Colorado	LT 4x2 Regular Cab 6 ft. box 111,3 in, WB	1GCCS14E198144819	3,649	64,774		18	
150004	2009	Ford	E-250	Commercial Cargo Van	1FTNE24L39DA57466	7,770	137,920		18	
150063	2010	Ford	Ranger	XLT 4dr 4x4 Super Cab Styleside 6 ft. box	1FTLR4FE1APA13992	10,753	180,107		17	
150057	2010	Ford	F-250	XL 4x2 SD Regular Cab 8 ft. box 137 in, WB	1FTNF2AYXAEB29310	5,427	90,908		17	
150056	2010	Ford	E-150	Commercial Cargo Van	1FTNE1EWXADA18560	5,412	90,645		17	
150054	2010	Ford	E-150	Commercial Cargo Van	1FTNE1EW6ADA49594	4,265	71,443		17	
150055	2010	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTMF1CW6AKE59786	4,876	81,672		17	
150053	2010	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTMF1CW1AKE59730	5,580	93,459		17	
150058	2010	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTMF1CWXAKE34518	4,752	79,601		17	
150066	2012	Ford	E-150	Commercial Cargo Van	1FTNE1EW8CDA25784	7,891	116,398		15	
150065	2012	GMC	Sierra 1500	Work Truck 4x2 Regular Cab 6,6 ft. box	1GTN1TEA7CZ222167	5,794	85,464		15	
150069	2013	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTMF1CM1DKE03791	4,267	58,311		14	
150068	2013	Ford	F-150	XL 4x2 Regular Cab Styleside 6,5 ft. box	1FTMF1CM1DKE11261	5,707	78,000		14	
150073	2018	RAM	ProMaster 1500	Low Roof Cargo Van 136 in. WB	3C6TRVAG2JE116392	9,104	78,142		9	
150072	2018	RAM	ProMaster 1500	Low Roof Cargo Van 136 in. WB	3C6TRVAG5JE113924	8,953	76,844		9	
150071	2018	RAM	ProMaster 1500	Low Roof Cargo Van 136 in. WB	3C6TRVAG2JE113928	8,512	73,060		9	
150074	2018	RAM	ProMaster 1500	Low Roof Cargo Van 136 in. WB	3C6TRVAG4JE153394	5,681	48,759		9	
150070	2018	RAM	ProMaster 1500	Low Roof Cargo Van 136 in. WB	3C6TRVAG4JE113932	3,443	29,554		9	
150043	1995	*Chevrolet	*PUP	*TRK	1GCFK24K5SZ261115	3,133	100,000		32	

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

- (ii) forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (iii) (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



EXECUTIVE DIRECTOR
Steven L. Trujillo

201 S. Victoria Ave., Pueblo, CO 81003-3434
Phone (719) 542-6741 (Voice/TTY) (800) 659-2656 Fax (719) 546-5395

**OWNER AND CONTRACTOR AGREEMENT
FLEET MAINTENANCE SERVICES (AS-NEEDED)
Pueblo CO**

Contract Number: R.F.P. 26-393-OPER

THIS AGREEMENT made this th day of _____ in the year **Two Thousand Twenty-Seven** by and between _____, a Corporation organized and existing under the laws of the State of Colorado, hereinafter called the "Contractor", and the HOUSING AUTHORITY OF THE CITY OF PUEBLO, hereinafter called the "HACP".

WITNESSETH, that the Contractor and the HACP for the Consideration stated herein mutually agree as follows:

ARTICLE 1: Statement of Work. The Contractor shall perform all required services and complete all work required for **Fleet Maintenance Services (As-Needed) – Pueblo, CO.** In strict accordance with the Specifications and Addenda thereto, referred to therein, all as prepared by, the Housing Authority of the City of Pueblo, Colorado, which said Specifications and Addenda are incorporated herein by reference and made a part hereof. **Terms and Conditions:** The Contractor shall perform all work to conform with all applicable federal, state, and local laws and regulations and ordinances.

ARTICLE 2: Compensation and Payment Terms (Rate-Based Services): Compensation under this Agreement shall be based on the approved rates set forth in *Exhibit A – Proposed Fee Schedule*. The Agreement is an as-needed, indefinite quantity contract, and HACP makes no representation or guarantee as to the volume, frequency, or total amount of services to be requested.

2.1 Performance Standards: The Contractor shall provide Fleet Maintenance services in a consistent, professional, and timely manner, regardless of caseload and scheduling demands. The Contractor shall perform all services in accordance with the standards set forth in this Agreement and in compliance with all applicable laws, rules, regulations, and professional ethical requirements.

NOTE: *If the contract is for ongoing services, the length of the contract shall be one (1) year with options to extend annually with approval and mutual agreement between the contractor and Owner.*

ARTICLE 3: Terms of Payment: The contractor shall allow a minimum of thirty (30) days after submitting invoices for payment to allow quality inspection and verification of 100 percent

completion of work submitted for payment. Under no circumstances will payment be made for any incomplete or unsatisfactory work.

3.1 Invoice submission: All invoices **must include** the contract **#RFP 26-393-OPER**, along with a clear breakdown of the services rendered. Failure to provide this information may result in delays in processing the invoice or a request for further documentation.

3.3.1 Such other information, documentation and materials as the Owner may require.

3.3.2 Final Payment

Final payment, representing the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Service Provider upon (i) the Service Provider's full performance of the services required under this Agreement in accordance with the Contract Documents, and (ii) the Owner's acceptance of such services as conforming to the requirements of this Agreement, subject only to obligations that expressly survive final payment.

Such final payment shall be made by the Owner no later than 30 days after confirmation of the satisfactory completion of services.

The Service Provider and any subcontractors are prohibited from placing a lien or claim on the Housing Authority's property or assets as a result of this Agreement.

3.2 Timely Submission of Invoices:

The contractor must submit all invoices, supporting documentation, and requests for payment within sixty (60) calendar days following completion of the work, delivery of goods, or performance of the services for which payment is requested.

Invoices submitted after sixty (60) calendar days may be denied at the sole discretion of the HACP. The HACP reserves the right to reject late invoices when such delay impacts budgeting, grant reporting, fiscal year closeout, contract administration, or funding availability.

ARTICLE 4: Change of Scope of Work: Contractor shall make no changes to the original Scope of Work, for which proposal was submitted without prior written approval from the Owner or the Contracting Officer.

ARTICLE 5: Additional or Unforeseen Services: In the event that services beyond the scope of services initially agreed upon under this Agreement become necessary, the Service Provider shall promptly notify HACP in writing. Such additional services may include, but are not limited to, services required as a result of unforeseen circumstances, newly arising matters, emergencies, or issues not expressly contemplated by the original scope of this Agreement.

ARTICLE 6: Conduct and Professional Responsibility: The Service Provider shall be responsible for the professional conduct, qualifications, and workmanship of its employees and any approved subcontractors engaged in performing services under this Agreement. All personnel shall conduct themselves professionally, comply with applicable federal, state, and local laws and regulations, adhere to applicable industry safety standards, and follow HACP's reasonable policies and procedures while

performing services under this Agreement.

The Service Provider shall ensure that all maintenance and repair services are performed by appropriately trained and qualified personnel using proper equipment, tools, and industry-accepted practices. The Service Provider shall exercise reasonable care in the handling, operation, storage, and protection of HACP vehicles while in its possession or control.

The Service Provider shall remain responsible for the acts, omissions, negligence, and workmanship of its employees and approved subcontractors in connection with services performed under this Agreement.

ARTICLE 7: Taxes: The Housing Authority of the City of Pueblo **is a tax-exempt agency**. The Service Provider shall be solely responsible for all taxes arising from the compensation paid under this Agreement.

ARTICLE 8: Damages/Vandalism: The Service Provider shall take reasonable precautions to prevent damage, theft, or vandalism to HACP-owned vehicles and equipment while in its care, custody, or control. The Service Provider shall be responsible for any damage or loss resulting from its negligence, misconduct, or unauthorized use by its employees or subcontractors.

ARTICLE 9 Hold Harmless. Contractor agrees to indemnify, defend and hold harmless the Housing Authority of the City of Pueblo, Colorado and its agents, commissioners, and its employees from and against any and all liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this agreement if such injury, loss or damage is caused by the negligent act, error or omission of the Contractor, any Sub-contractor of the Contractor, any material supplier of the Contractor, or any officer, employee or agent of the Contractor. These obligations shall not apply to damages which the Owner shall become liable by final judgment to pay to a third party as the result of the negligence of the Owner.

ARTICLE 10: Contract Documents. The Contract Documents consist of this Agreement, Exhibit A (pricing form), General Conditions of the Contract, Specifications, and addenda issued prior to execution of this Agreement, Notice of Award, Notice to Proceed, and other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

This instrument, together with the other documents enumerated in this Article 10, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, from the Contract. In the event any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 10 shall govern, except as otherwise specifically stated.

The Bidding and Contract Documents of the Contract are those contained in the Request for Proposal **RFP 26-393-OPER** dated: **October 26, 2026** :

The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 11: Termination for Convenience: The HACP Contracting Officer has the authority to terminate this contract, either entirely or partially, if it is deemed to serve the best interests of HACP. Termination will be initiated through a formal Notice of Termination, which will specify the effective date.

Whether for convenience or default, any termination shall be communicated to the Contractor in writing via certified mail with a return receipt requested.

ARTICLE 12: Conflict of interest: "No member, officer, or employee of the Housing Authority of the City of Pueblo during his tenure or for one year thereafter shall have any interest in this contract or the proceeds thereof."

ARTICLE 13: Equal Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice provided by an agency of the Federal Government, setting forth the provision of the Equal Opportunity laws.

ARTICLE 14: Venue/Invalid Sections: Venue of any suit or cause of action under this agreement shall lie in Pueblo County, Colorado. If any part of any provision is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent possible, and the invalid part shall be severed from the provision, leaving the rest of the provision in full effect. This contract shall be interpreted according to Contract Law.

ARTICLE 15: Price Escalation Clause

A. **Term and Options:** This Agreement shall be effective for an initial term of one (1) year ("Initial Term") with an option to renew for up to four (4) additional one-year periods, not to exceed five (5) years in total. Each renewal shall be subject to mutual written agreement of the parties.

B. **Price Adjustment During Initial Term:**
Pricing shall remain firm and fixed during the Initial Term of the Agreement. No adjustments to pricing will be permitted during this period.

C. **Price Adjustment in Option Year(s):** In the event the Agreement is extended into an Option Year, the Contractor may request an increase in fees, provided that: (a) The proposed increase does not exceed three percent (3%) of the fees in effect during the prior contract year; (b) The request for a price increase is submitted in writing at least sixty (60) days prior to the commencement of the applicable Option Year;

(c) The request includes clear and detailed justification, including but not limited to documentation of cost increases from subcontractors, suppliers, or other vendors that directly impact the Contractor's costs of performance.

D. Approval of Increases:

All requests for price increases are subject to the approval of the HACP Contracting Officer. No price increase shall take effect without prior written authorization. (1) Right to Negotiate or Terminate: Should the Contractor request an increase greater than three percent (3%) or fail to provide sufficient justification for a requested increase, the HACP reserves the right to negotiate revised terms or decline to exercise the Option Year extensions. If required justified documentation is not provided the request will be denied.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple counterparts, including electronic copies, as of the day and year first above written.

Contractor: _____
Name: _____
Title: _____
Date: _____
BUSINESS ADDRESS: _____

HOUSING AUTHORITY OF THE CITY OF PUEBLO

By: _____
Title: Executive Director/Contracting Officer
Date: _____
BUSINESS ADDRESS:
201 So. Victoria Avenue, Pueblo, Colorado 81003

