

THE HOUSING AUTHORITY OF THE CITY OF AURORA

August 29, 2025

RFP20250802 - REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

Dear Proposed Vendor:

The Housing Authority of the City of Aurora (AHA) is soliciting written proposals from qualified firms for custodial services for our administrative office and for the leasing offices and common spaces for the locations listed below:

1. Aurora Housing Authority, 2280 South Xanadu Way, Aurora, CO 80014
2. Residences at Trolley Park, 1445 Dallas Street, Aurora CO, 80010
3. Fletcher Gardens, 1401 Emporia Street, Aurora, CO 80010
4. Connections at 6th, 621 Potomac, Aurora CO 80011
5. Liberty View Apartments, 1959 N Quentin St, Aurora, CO 80045
6. Peoria Crossing, 3002 North Peoria Street, Aurora, CO 80010
7. Peoria Crossing II, 3150 North Peoria Street, Aurora, CO 80010
8. Village at Westerly Creek I, 10827 East Kentucky Ave, Aurora CO 80012
9. Village at Westerly Creek II, 10727 East Kentucky Ave, Aurora CO 80012
10. Exponent, 820 Ironton Street, Aurora CO 80012
11. Residences at First Avenue, 112 Kenton Street, Aurora, CO 80010
12. Summersong Townhomes, 10024 East Evans Avenue, Denver, CO 80247
13. *Residences at Willow Park, 14061 East Colorado Drive, Aurora CO 80012
14. Walden35, 3500 Walden Street, Aurora, CO 80011

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 5:00 pm MDT, Thursday, September 18, 2025.** All responses must have “**Proposal: Janitorial Services for Aurora Housing Authority**” clearly marked in the subject line of the. Please email the proposal to: hhan@aurorahousing.org

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate AHA to award a contract, nor is AHA liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. AHA retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of

submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

I. SCHEDULE

Issue Date:	August 29, 2025																																								
MANDATORY Contractor walk-through:	Wednesday, September 3, 2025 Start time: 8:00 am MDT The mandatory walk-through will begin at Walden35 at 8:00 am MDT, please see the map for the walk-through sequence: https://www.google.com/maps/d/edit?mid=1XRTIDoLpU3-UbgO-ZRhngQzGCMz0biU&usp=sharing																																								
	<table border="1"> <tr> <td>1</td><td>Start 8 am: Walden35</td><td>3500 Walden St. Aurora, CO, 80011</td></tr> <tr> <td>2</td><td rowspan="2"><i>located on the same site</i> Peoria Crossing Peoria Crossing II</td><td>3002 N. Peoria St. Aurora, CO, 80010</td></tr> <tr> <td>3</td><td>3150 N. Peoria St. Aurora, CO, 80010</td></tr> <tr> <td>4</td><td>Liberty View</td><td>1959 N. Quentin St. Aurora, CO, 80045</td></tr> <tr> <td>5</td><td>Fletcher Gardens</td><td>1401 Emporia St. Aurora, CO, 80010</td></tr> <tr> <td>6</td><td>Trolley Park</td><td>1445 Dallas St. Aurora, CO, 80010</td></tr> <tr> <td>7</td><td>Connections at 6th</td><td>621 S. Potomac St. Aurora, CO, 80011</td></tr> <tr> <td>8</td><td>First Ave</td><td>112 Kenton St. Aurora, CO, 80010</td></tr> <tr> <td>9</td><td rowspan="3"><i>located on the same site</i> VWC1 VWC2 Exponent</td><td>10827 E. Kentucky Ave. Aurora, CO, 80012</td></tr> <tr> <td>10</td><td>10727 E. Kentucky Ave. Aurora, CO, 80012</td></tr> <tr> <td>11</td><td>820 E. Ironton St. Aurora, CO, 80012</td></tr> <tr> <td>12</td><td>Summersong</td><td>10024 E. Evans Ave. Denver, CO, 80247</td></tr> <tr> <td>13</td><td>Main Office</td><td>2280 S Xanadu Way, Aurora, CO 80014</td></tr> <tr> <td>14</td><td>Willow Park</td><td>14061 E Colorado Dr, Aurora, CO 80012</td></tr> </table>		1	Start 8 am: Walden35	3500 Walden St. Aurora, CO, 80011	2	<i>located on the same site</i> Peoria Crossing Peoria Crossing II	3002 N. Peoria St. Aurora, CO, 80010	3	3150 N. Peoria St. Aurora, CO, 80010	4	Liberty View	1959 N. Quentin St. Aurora, CO, 80045	5	Fletcher Gardens	1401 Emporia St. Aurora, CO, 80010	6	Trolley Park	1445 Dallas St. Aurora, CO, 80010	7	Connections at 6th	621 S. Potomac St. Aurora, CO, 80011	8	First Ave	112 Kenton St. Aurora, CO, 80010	9	<i>located on the same site</i> VWC1 VWC2 Exponent	10827 E. Kentucky Ave. Aurora, CO, 80012	10	10727 E. Kentucky Ave. Aurora, CO, 80012	11	820 E. Ironton St. Aurora, CO, 80012	12	Summersong	10024 E. Evans Ave. Denver, CO, 80247	13	Main Office	2280 S Xanadu Way, Aurora, CO 80014	14	Willow Park	14061 E Colorado Dr, Aurora, CO 80012
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Questions Due:	Any <u>questions</u> related to this RFP <u>must be received via e-mail</u> no later than Thursday, September 4, 2025 5:00 pm MDT . Responses to all questions will be posted to the AHA website Friday, September 5, 2025 Email questions to: Hannah Han – hhan@aurorahousing.org																																								
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II. INTRODUCTION

The Aurora Housing Authority (AHA) was established by action of the Aurora City Council. [The Housing Authority team](#) includes but is not limited to property managers, maintenance technicians, and administrative staff. AHA is committed to providing safe, decent, affordable housing to our community and proudly serves many different groups including: working families; single parents; disabled residents; seniors; homeless; and Veterans.

AHA owns and manages more than 1,040 units of rental housing. Our rental housing portfolio currently consists of [Low Income Tax Credit](#) / Income Restricted units, [Project-Based Section 8](#) units, and conventional rental units. AHA currently administers [HUD Section 8 Housing Choice Vouchers](#) that allows renters to bridge the gap between normal rent and their ability to pay.

It is the intent of this specification to secure a contract for professional janitorial services, which will provide necessary routine interior cleaning, sanitizing and specified building maintenance services for the leasing offices and common spaces of the properties listed above.

Contractor will use “environmental preferable” cleaning products when available for the required cleaning. Contractor will use EPA-approved “N” list of disinfectants to kill bacteria and viruses, including COVID-19. A list of products that the vendor will use shall be available for approval by the Aurora Housing Authority. All individuals performing on the project must clear a criminal background check.

Employees must refrain from use of any Aurora Housing Authority telephones, photocopy machines, fax machines, computers or other equipment in the office.

III. SCOPE OF SERVICES

1. **Scheduling of work:**

The contractor shall provide janitorial services Monday through Friday, at times and frequency specified by the Aurora Housing Authority.

2. **Regular Daily Services Required:**

Contractor shall furnish a crew of reliable and experienced custodial employees to perform all custodial services to accomplish the following cleaning, sanitizing and building maintenance services:

1. Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers daily.
2. Empty exterior waste bins near entry points.
3. Clean by sweeping and/or dust mop all hard floors, including halls, stairwells, trash collection rooms and community or conference rooms. Vacuum all carpeted areas. Spot clean or damp mop all spots/stains.

Return furniture to their appropriate locations. WET MOPPING MUST BE PERFORMED WITH CLEAN WATER AND FRESH SOLUTION. Change mop bucket water often to achieve.

4. Clean and disinfect the drinking fountain, water dispensers, and all kitchen and bathroom sinks. Contractor shall not be required to wash any dishes, pots, pans, or kitchen utensils as part of this contract.
5. Clean all marks, and smudges from the reception windows, counters, chairs, and other furniture in the lobby area.
6. Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. Damp mop lavatory floor area with a germicidal solution. Clean mirrors and bright metal. Spot clean walls around sinks, urinals and toilet bowls. Refill all soap, towel and paper product dispensers. Dust top of lavatory partitions and sanitize all handles.
7. Wash both entrance door glass and frames to remove hand marks and smudges. Disinfect door hardware, and elevator buttons. Clean elevator panels.
8. Remove and deposit trash in the designated containers daily. Empty recycle bins and shredders at each work station daily in the corporate office.
9. Disinfect and clean handrails in each interior stairwell.
10. Email AHA point of contact of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs. Turn out all lights except those required and designated to be left on. Set automated alarm system upon completion of janitorial service.

2. Weekly:

1. Inspect and clean entrances for trash and cigarette butts.
2. Clean surfaces and vacuum in boardroom on second floor weekly
3. Maintain and track inventory log for janitorial supplies and send list to office manager

3. Monthly:

1. Wipe/clean/remove any visible dust from exhaust fans, heating/air conditioning ceiling vents
2. Wipe down/disinfect chairs in lobby

IV. SUPPLIES AND EQUIPMENT

The Contractor is responsible for all janitorial supplies and equipment necessary to properly perform the above work. These supplies and equipment consists of mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax machines, shampoo or steam cleaning equipment, and commercial grade approved disinfectant.

Contractor may use a non-allergenic fragrant air freshener in the rest room; unscented or minimally scented products are to be used in all other areas of the office. The Aurora Housing Authority will supply all the restroom and employee lounge supplies such as paper towels, toilet paper, facial tissue, and liquid hand soap. Limited space is available for contractor to store basic equipment and supplies on site.

V. SUPERVISION OF WORK

Contractor shall conduct regular systematic inspection of the work crew and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this Contract. Contractor shall notify designated person by phone or email of any special comments on janitorial needs.

Security

Contractor must demonstrate the utmost care and caution when in sensitive or secure areas of the Building(s). Unless otherwise directed by AHA staff, said Contractor is required to stay clear of unauthorized areas. If Contractor is confronted with abnormal conditions or circumstances, the affected contractor shall immediately stop all activities and contact AHA and building security personnel for further instructions. Contractor shall ensure that all who work at the Buildings are adequately informed of and comply with all applicable directives, policies, procedures and rules and regulations issued or adopted by AHA from time to time.

Contractor shall not admit any unauthorized personnel into the Buildings (to include personal acquaintances, children or spouse). Upon loss of key(s) to any office, conference room or other locked area of the premises for which Contractor has key access, the Contractor will immediately advise the Facilities Manager. Re-keying shall include the replacement of any tenant or other entry key, which may have been previously issued. In addition, Contractor shall be liable for any additional loss, costs and expenses, including attorney's fees, that CAHI may incur due to the loss of a key or keys that Contractor is responsible for.

VI. REFERENCES

The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- The client's company name;
- The client's contact name;
- The client's email address;

Please note: individuals identified as references will be assured of anonymity to the fullest degree possible under law.

VII. COST OF SERVICES

Respondents shall provide:

1. A fixed cost for the janitorial services identified in the scope of services with cleaning chemicals
2. A fixed cost for the janitorial services identified in the scope of services without cleaning chemicals
3. An hourly rate for additional cleaning or services.

VIII. SELECTION CRITERIA

The following criteria will be considered as part of determining which firm is hired. The full selection process may include additional conditions including procurement requirements.

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
40 points	Objective	The <u>proposed costs</u> the proposer proposes to charge to provide the required work.
30 points	Subjective (Technical)	The proposer's demonstrated understanding of the requirements; technical capabilities, and demonstrated successful past performance (references).
20 points	Subjective (Technical)	Experience working in sensitive environments
10 points	Subjective (Technical)	The overall quality and professional appearance of the proposal submitted , based upon the opinion of the evaluators.
100 points	100 points	Total points (other than preference points)

Preference Evaluation Factor: The following factors will be utilized by the CO to evaluate each proposal submittal received:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
5	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).

IX. PAYMENT

Invoices must be fully itemized and provide sufficient information for approving payment and for auditing purposes. Invoices must be accompanied by receipt for services in order for payment to be processed. Invoices shall reference property location and project and shall be submitted to AHA Accounts Payable. AHA will make payment to the vendor within 30 days of receipt of a correct and complete invoice.

X. OTHER REQUIREMENTS

A. Conflict of Interest:

In the sole judgment of the AHA, any and all proposals are subject to disqualification on the basis of a conflict of interest. The AHA may not contract with a vendor if the vendor or an employee, officer or director of the vendor's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the AHA who influences the making of the contract.

Furthermore, the AHA may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The AHA, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. Please identify any person associated with the firm that has a potential conflict of interest.

B. Insurance:

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000 and automobile liability insurance in the minimum amount of \$300,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the Aurora Housing Authority, its officers, agents, volunteers and employees as additional insureds.

C. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

XI. Format of Response

Please ensure that the contents of the proposal is divided and labeled per the sections below:

Sections	Category
Section 1	Form of Proposal: This form is Attachment 1 in the appendix. This form must be fully completed, executed where provided thereon and submitted under this Section as a part of the proposal submittal.
Section 2	Proof of Insurance
Section 3	Firm Overview and Qualifications: Introduce your firm and provide a general description of your firm's qualifications and experience, with emphasis on previous projects/services which are similar to Aurora Housing Authority. Include an organizational chart, staffing plan, and resumes for all parties that may provide services during the term of this agreement. Provide resumes of the qualified staff, including but not limited to, certifications, accreditation and/or licenses, if applicable. Five (5) years of experience is required.
Section 4	References: The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ul style="list-style-type: none"> • The client's company name; • The client's contact name; • The client's email address; • A brief description and scope of the services(s) and the dates the services were provided
Section 5	Cost Proposal: The cost for services to complete the project (in full) Price Breakdown as follows: <ol style="list-style-type: none"> a) A fixed cost for all services and supplies in the scope of work b) A fixed cost for services only (no supplies)
Section 6	Equal Employment Opportunity: The proposer must submit under this Section a copy of its Equal Opportunity Employment Policy.
Section 7	Subcontractor/Joint Venture Information (<i>Optional Item</i>): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding Sections must also be

	included for any major subcontractors (10% or more) or from any joint venture.
Section 8	<p>Section 3 Business Documentation:</p> <ul style="list-style-type: none"> For any proposer claiming a Section 3 Business Preference, he/she shall under this Section include the fully completed and executed Section 3 Business Preference Certification Form (Attachment 4 in the appendix) and any documentation required by that form. <p>1. Section 3 Documentation</p> <p>Learn more about Section 3 - https://www.hudexchange.info/programs/section-3/resource-hub/</p> <p>Aurora Housing Authority shall direct its best efforts to provide, to the greatest extent feasible, employment opportunities to Section 3 residents. Section 3 residents are generally defined as:</p> <p>A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:</p> <ol style="list-style-type: none"> The worker's income for the previous or annualized calendar year is below the income limit established by HUD The worker is employed by a Section 3 business; or The worker is a YouthBuild participant. <p>Statement of whether or not new employees will be hired to work on this project (Section 3 regulations must be followed when recruiting new employees. Ask AHA for assistance.)</p>
Section 9	<p>Other Information (<i>Optional Item</i>): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.</p>

Proposers must review	<p>HUD FORMS:</p> <p><i>Proposer shall review:</i> HUD-5369-B - <i>Instructions to Offerors, Non-Construction</i> – this document is Attachment 2</p> <p><i>Proposer shall review</i> HUD - 5370 Section I and II – this document is Attachment 3</p>
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XII. List of buildings and cleaning frequency

	Property	Address	Spaces	Number of employees	Number of units	Frequency
1	Main Office	2280 S Xanadu Way, Aurora, CO 80014	Three floors Office building	46	N/A	5 x a week
2	Connections at 6th	621 S. Potomac St. Aurora, CO, 80011	Three floors Communal hallways Interior stairwells Leasing office Laundry rooms Elevators	2	68	2 x a week
3	Exponent	820 E. Ironton St. Aurora, CO, 80012	Interior stairwells Leasing office Exterior maintenance garage	2	50	2 x a week
4	First Ave	112 Kenton St. Aurora, CO, 80010	Leasing office Community space	3	N/A	2 x a week
5	Fletcher Gardens	1401 Emporia St. Aurora, CO, 80010	Eight floors Communal hallways Interior stairwells Laundry room Leasing office Computer lab Elevators Maintenance office Community space Garbage room	3	93	2 x a week
6	Liberty View	1959 N. Quentin St. Aurora, CO, 80045	Four floors Communal hallways Interior stairwells Laundry room Leasing office Computer lab Small exterior maintenance office Elevators Community space	3	59	2 x a week

7	Peoria Crossing	3002 N. Peoria St. Aurora, CO, 80010	Four floors Communal hallways Interior stairwells Leasing office Employee breakroom Community room Maintenance shop Exercise room Computer lab Elevators	3	82	2 x a week
8	Peoria Crossing II	3150 N. Peoria St. Aurora, CO, 80010	Four floors Communal hallways Interior stairwells Leasing office Employee breakroom Community room Maintenance office Exercise room Computer lab Elevators	2	72	2 x a week
9	Summersong	10024 E. Evans Ave. Denver, CO, 80247	Leasing office	2	N/A	2 x a week
10	Trolley Park	1445 Dallas St. Aurora, CO, 80010	Three floors Communal hallways Interior stairwells Laundry room Leasing office Elevators Community space Parking garage Garbage room	2	38	2 x a week
11	VWC1	10827 E. Kentucky Ave. Aurora, CO, 80012	Three floors Communal hallways Interior stairwells Leasing office Large Community Space Maintenance shop Garbage room	3	55	2 x a week

12	VWC2	10727 E. Kentucky Ave. Aurora, CO, 80012	Three/Four floors Communal hallways Interior stairwells Elevators Third floor deck Library on third floor Exercise room Garbage room	No leasing office	65	2 x a week
13	Walden35	3500 Walden St. Aurora, CO, 80011	Four floors Communal hallways Interior stairwells Leasing office Employee breakroom Community room Maintenance shop Exercise room Computer lab Elevators	2	100	2 x a week
14	*Willow Park	14061 East Colorado Drive, Aurora CO 80012 *This property is undergoing renovations/new construction to be completed end of 2025	Two interior stairwells Leasing office Employee breakroom Community room Maintenance shop Computer lab	2	22 (new building)	2 x a week

XIII. RFP Appendix

Attachment 1: Form of Proposal

Attachment 2: Review only - HUD Form 5369-B Instructions to offerors non-construction

Attachment 3: Review only - HUD Form 5370 General Conditions for Non-Construction Contracts

Attachment 4: Section 3 Business Documentation

Attachment 5: Willow Park drawing - areas that will need to be cleaned once the building is completed

APPENDIX

Attachment 1:

Form of Proposal

FORM OF PROPOSAL

(This Form must be fully completed and placed under Section1 of the "hard copy" tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM
INCLUDED **SUBMITTAL ITEMS**

_____	Section 1	Form of Proposal (Attachment 1)
_____	Section 2	Proof of Insurance
_____	Section 3	Firm overview and qualifications
_____	Section 3	Firm overview and qualifications
_____	Section 4	References
_____	Section 5	Cost Proposal
_____	Section 6	Equal Employment Opportunity
_____	Section 7	Subcontractor/Joint Venture Information (Optional)
_____	Section 8	Section 3 Business Preference Documentation (Optional; Attachment 4)
_____	Section 9	Other Information (Optional)

Debarred Statement:

Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Colorado or any local government agency within or without the State of Colorado?

Yes ☐ No ☐

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

Disclosure Statement:

Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or employee of Aurora Housing Authority

Yes ☐ No ☐

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

Non-Collusive Affidavit:

The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

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 agrees that if AHA discovers that any information entered herein is false, that shall entitle AHA to not consider nor make award or to cancel any award with the undersigned party.

Printed Name

Company Name

Signature

Date

Attachment 2:

Review only - HUD Form
5369-B Instructions to
offerors non-construction

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:]

All proposals must be emailed to:
Hannah Han
hhan@aurorahousing.org

Attachment 3:

Review only - HUD Form
5370 General Conditions for
Non-Construction Contracts

General Conditions for Non-Construction Contracts

Section I — (With or without 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 non-construction 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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

Attachment 4:
Section 3 Business
Documentation

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that apply to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select from **ONE** of the following three options below that applies:

☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).

☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐ **YES** ☐ **NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Aurora Housing Authority

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for Denver – Aurora – Centennial, CO

Income Limits Category	FY 2025 Income Limits
Extremely Low Income Limits (30%)	\$29,450
Very Low Income Limits (50%)	\$49,050
Low Income Limits (80%)	\$72,950

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Attachment 5:

Willow Park drawing –
areas that will need to be
cleaned once the building is
completed

