

1. REQUEST NO. Q9N2AAC0004	2. DATE ISSUED 7/13/2009	3. REQUISITION/PURCHASE REQUEST NO	CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY Dept of Housing and Urban Development NY Contracting Branch 26 Federal Plaza Rm 35-100 New York NY 10278	6. DELIVER BY (Date) As specified on each order
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
NAME Thomas F. Bucelwicz	TELEPHONE NUMBER	
Fax 212-264-8521	AREA CODE 212	NUMBER 542-7310

8. TO:	9. DESTINATION a. NAME OF CONSIGNEE.
a. NAME	MF Boston Office
b. COMPANY	b. STREET ADDRESS
c. STREET ADDRESS	10 Causeway Street
d. CITY	c. CITY
e. STATE	Boston
f. ZIP CODE	d. STATE
	MA
	e. ZIP CODE
	02222

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) July 30, 2009	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
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11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Indefinite quantity purchase order for new and substantial rehab construction inspections Elderly (202) and Assisted Living (811) projects in the Massachusetts counties of Plymouth, Barnstable and Bristol in accordance with attached work statement Minimum 1 task order w/approx 10 inspections. Max is cumulative \$25,000 Quoters are requested to provide CAPACITY of Inspections per week: Ordering Period 12 months (actual performance period on assigned Task Orders may extend beyond expiration of ordering period)	Est 110 Capacity	Insp Weekly # of insps	\$ _____ _____	\$ _____ _____

12. DISCOUNT FOR PROMPT PAYMENT >	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					a. NAME (Type or print)	
c. COUNTY			c. TITLE (Type or print)		NUMBER	
d. CITY		e. STATE			f. ZIP CODE	

Minimum under any subsequent indefinite quantity Purchase Order:

One task order with approx 10 inspections

The Maximum value of all assigned Task Orders shall not exceed **\$25,000**

Evaluation Criteria: the Government will make an award based on a best value analysis considering the following criteria:

Price

Experience. Experience performing similar inspections as evidenced by a resume, capability statement, or listing of projects.

Past Performance (NOTE: Offerors must submit 3 references with names and telephone numbers of customers of similar services as described in this RFQ)

Capacity

Note: The proposed indefinite quantity purchase order will allow The Government to assign Task Orders to another contractor , subject to capacity and acceptance. Likewise the Government may offer task orders under this proposed contract for areas outside the geographic area, subject to acceptance by the contractor. The prices for the services ordered outside the geographic area above shall be those in effect for the ordering period during which the services are ordered.

Facsimile Quotes are acceptable. The Fax number is 212-264-8521

If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

Standard Clauses and the following specific indefinite clauses will be incorporated into any subsequent order

INDEFINITE QUANTITY CLAUSES

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from approx Sept 1, 2009 through **Aug 31, 2010**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Project with approx 10 inspections _____ [he Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any orders in excess of \$25,000 ;

(2) Any orders for a combination of items in excess of 5 Projects or

(3) A series of orders from the same ordering office within 30 Days _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
STATEMENT OF WORK (SOW)
FOR
NEW ENGLAND HUB
MULTIFAMILY HOUSING PRODUCTION PROJECT CONSTRUCTION INSPECTION
New Construction and Substantial Rehabilitation

Note: The proposed indefinite quantity purchase will allow the Government to assign Task Orders to another contractor outside the proposed contract area, subject to capacity and acceptance. Likewise the Government may offer task orders under this proposed contract for areas outside the geographic area, subject to acceptance by the contractor. The prices for the services ordered outside the geographic area above shall be those in effect for the ordering period during which the services are ordered.

I. PURPOSE: The Contractor (“HUD’s Contract Inspector” or “HUD’s Construction Inspector”) is to provide construction inspection services in accordance with HUD requirements and inspection procedures, between and including the initial start of construction, substantial completion, and the 9 month and 12 month guarantee inspections (Section 223F projects will have an additional guarantee inspection----the 15 month inspection).

**THE HUD’S CONTRACT INSPECTOR MAY NOT HAVE AN IDENTITY-OF-INTEREST WITH THE OWNER,
SUPERVISORY ARCHITECT (Project Architect), OR GENERAL CONTRACTOR (GC)**

II. RESPONSIBILITIES INCLUDE:

- A. Construction Inspection Services include monitoring the construction and performing related functions for the purpose of protecting HUD project interests. Refer to HUD Handbook 4460.1 REV-2 (latest edition especially to Chapter 3), and, to Multifamily Accelerated Processing (MAP) Guide (refer especially to Chapter 13 and Appendix 13). It is the intent of this SOW to include the requirements of both aforementioned HUD publications; if there is a conflict or appears to be a conflict, or if there are any questions, the Government Technical Representative (PROGRAM OFFICIAL) will rule as to the requirement. Specific responsibilities include:
1. Review/report to PROGRAM OFFICIAL on completeness of the assignment documents for the purpose of project inspection. (refer to HUD Handbook 4460.1, Chapter 3-3.D.)
 2. Participate in the preconstruction conference. (if required by the HUD Office)
 3. Participate in periodic job meetings.
 4. Make periodic observations at the site of the multifamily housing project and report on-site and corollary offsite construction.
 5. Request Field Office specialized engineering assistance, where required due to unique or complex systems.
 6. Advise the PROGRAM OFFICIAL on the need/general acceptability of proposed change orders. PROGRAM OFFICIAL will provide the HUD’s Contract Inspector with copies of HUD reviewed/approved change orders (necessity, betterment, equivalent, design error); when change order work has been acceptably completed, HUD’s Contract Inspector is to indicate same on HUD Representative’s Trip Report, Form HUD-95379. HUD’s Contract Inspector is not to use copies of Change Orders provided by any other party. For HUD approved change order for betterment or design error, the HUD Contract Inspector will approve the HUD Form 92464, which is the Request for Approval of Advance, or Escrow funds prepared by the owner, when change order work has been acceptably completed.
 7. Maintain a set of ‘As Built’ drawings and specifications, and monitor the record set of drawings and specifications being maintained by the GC.
 8. Certify on the periodic pay request to the reasonableness of the amount requested by the GC and recommended by the Supervisory Architect for progress payment.
 9. Observe the work, and complete and sign the inspector’s portion (where “Construction Representative” is indicated) of

the Permission to Occupy, Form FHA-2485, relating to acceptability of the work, including any list of incomplete items i.e., punch list items and items of delayed completion, for facilities tendered for occupancy. (The Owner is to have the FHA-2485 ready for HUD's Contract Inspector's signature, etc., this being after all signatures, on this form, above the FHA INSPECTION REPORT line, have been made/completed; please note that "CONTRACTOR " on this Form FHA-2485 is the GC.) If a PARTIAL OCCUPANCY CERTIFICATE is the situation, then, the OWNER is to indicate as a heading on the FHA-2485: PARTIAL PERMISSION TO OCCUPY.

10. Report, where applicable, the list of incomplete items at substantial completion of the work, the estimated cost for completing each item, and recommended completion date for each item. The aforementioned is provided by the Supervisory Architect. If there are no incomplete items, then, Supervisory Architect is to provide a letter with statement indicating the same.
 11. Certify (actually there are 2 certifications) to the acceptability of the work, connection of utilities, and property ingress/egress at substantial completion of the work. (refer to HUD Handbook 4460.1 REV-2, Section 3-16.. The 2 certifications are at Section 3-16.C.2.a. and b. ; the aforementioned 2 certifications are indicated on the HUD's Contract Inspectors Final Trip Report for the HUD Substantial Completion Inspection Refer to Section 3-16.C.2.----- delete "If acceptable," and add "The HUD's Contract Inspector")
 12. Meet at the Field Office with HUD staff and/or parties involved in the project, where necessary, to resolve project issues. (HUD's Contract Inspector is to advise PROGRAM OFFICIAL, early on, of any project issues)
 13. Attend periodic training sessions conducted at the Field Office by HUD staff.
 14. Assist any HUD Official to conduct an on-location review of the project construction for the purpose of assessing performance under this Order or other areas of concern.
- B. HUD Inspection Procedures are as provided in paragraphs 3-3.D through 3-9 inclusively of Chapter 3, Architectural Inspection, HUD Handbook 4460.1 REV-2, Architectural Analysis and Inspections for Project Mortgage Insurance. The frequency of inspections will be indicated on the Task Order, or, on the Order for Supplies or Services-FORM-347, that assigns a project to the HUD's Contract Inspector; upon receiving aforementioned, HUD's Contract Inspector is to contact the Supervisory Architect and GC regarding Initial Start of Construction Inspection----refer below.
- C. Initial Start of Construction is the date when the construction contract work commences, including demolition for substantial rehabilitation projects and site clearance or other preliminary site work for proposed construction projects. (indicate, as a heading, on the Trip Report: INITIAL START OF CONSTRUCTION. Typically this is the HUD's Contract Inspector's first inspection on this inspection, exchange names/addresses/tel numbers/etc. with Owner/Supervisory Architect/GC-----the HUD Office address is not to be used for HUD's Contract Inspector mail, etc. HUD's Contract Inspector is to be on-site to witness start of work; GC should not start any work until HUD's Contract Inspector is on-site)
- D. Permanent Start of Construction is the date that permanent on-site building elements were put into place, such as footings, foundation walls, pilings, etc. (indicate, as a heading, on the Trip Report PERMANENT START OF CONSTRUCTION. Typically, the initial start and permanent start dates are the same for substantial rehabilitation projects while excavation and installation of forms are integral parts of foundation work, these items do not constitute a start of permanent construction)
- E. Substantial Completion of the Work is when all the construction contract work has been completed, except work beyond the GC's control to complete, which is accepted as the list of incomplete items (refer above); and, also, for which the Occupancy Certificate has been issued by the Municipal Building Inspector, and formalized as the date the HUD's Contract Inspector signs the Final HUD Representative's Trip Report, provided that the trip report is subsequently endorsed by the HUD Field Office Chief Architect. (On the aforementioned Final Trip Report, indicate, as a heading: HUD SUBSTANTIAL COMPLETION INSPECTION). The HUD Substantial Completion Inspection is to be scheduled AS SOON AS POSSIBLE with the OWNER, when the Occupancy Certificate has been issued and is in hand with the GC; the Owner is to require the Supervisory Architect and GC attendance at the HUD Substantial Completion Inspection. The OCCUPANCY CERTIFICATE is required to be FINAL and UN-CONDITIONED, if not, it is not-acceptable and can not be used for the HUD Substantial Completion Inspection; the GC is required to continue with the work in order that a Final and UNCONDITIONED Occupancy Certification is issued. Also, a TEMPORARY Occupancy Certificate is not-acceptable and can not be used, etc. A PARTIAL OCCUPANCY CERTIFICATE, for a specific portion of the building, is acceptable; if this is the case, then indicate, as a heading, on the Trip Report: PARTIAL HUD SUBSTANTIAL COMPLETION INSPECTION; understood that the final HUD Substantial Completion Inspection will follow with the FINAL

OCCUPANCY CERTIFICATE

- F. Serious Construction Problems That Might Lead to Default must be specifically identified in the HUD Representative's Trip Report, Form HUD-95379, and include:
- Work stoppage,
 - GC abandons job,
 - A change in the CG, Owner, or Project Architect during construction,
 - Construction defects untreated for 30 days,
 - GC can not or will not correct construction defects or latent defects,
 - Extended periods of bad weather, strikes, etc.,
 - Controlling jurisdiction issues a stop order,
 - Slow start or progress of offsite work that would impair project occupancy,
 - If HUD's Contract Inspector arrives at job site and finds no one there with gate/door locked, etc., HUD's Contract Inspector is to immediately call (by mobile phone) Owner/Supervisory Architect to determine why work is not going on and when GC will be on the job, etc.
 - Other conditions of such nature or magnitude as to potentially cause a default, and warranting immediate attention by HUD personnel. (HUD's Contract Inspector is to contact PROGRAM OFFICIAL immediately on any of above, and any other problems, concerns, questions, etc., and follow-up in Trip Report.)

III. SPECIFIC TASKS. The Contractor under this Order must furnish its own materials, equipment, services, envelopes, postage, telephone, and facilities, etc.; provide its own transportation; and otherwise, do all things necessary for, or incident to, the providing of the subject/required construction inspection tasks/functions, except that the GC must provide enclosed space at the job-site of such size, accommodations and furnishings (including, among other items, table, file cabinet, chair, telephone, etc.) as HUD may require for the discharge of the inspection function. The Contractor under this Order has the right of entry and free access to the project and to inspect all work done and materials, equipment and fixtures furnished, installed or stored-on the project-site at all (normal working hour) times during construction; following are additional specific tasks:

- A. The Contractor will attend a meeting at the HUD Field Office with the PROGRAM OFFICIAL and other HUD Staff within one week of the award of this Order. The PROGRAM OFFICIAL will orally brief the Contractor and answer Contractor's questions to assist the Contractor fully understand the requirements of this Order. The PROGRAM OFFICIAL will provide Contractor with the HUD Printing Office Telephone Number (1-800-767-7468) and FAX NUMBER (202-708-2313), in order for the Contractor to be able to obtain copies of HUD Handbooks, publications, HUD MPS, HUD MAP, forms, etc., as needed. (also available at: http://www.hud.gov/offices/adm/handbks_forms/handbooks.cfm) The Contractor is to provide for, obtain at his/her expense, and maintain, a copy of the latest/up-to-date/complete State Building Code, as applicable to HUD Project (State) location.
- B. Assignment Documents. As HUD Project Initial Closings or HUD Authorizations-for-Early-Start-of-Construction occur, assignment documents will be provided to the Contractor in order that HUD Inspections be started for each/specific project. The Contractor is to review the assignment documents and report on any observed non-compliance between the assignment documents and site conditions and/or HUD requirements consistent with Handbook 4460.1 REV-2, paragraph 3-4.A., and on the completeness and coordination of the drawings and specifications. This review is intended to locate readily identifiable oversights in document preparation, but is not the type of document analysis required during the design stages.
1. Report any findings of non-conformity between the contract documents and observed site conditions and/or known HUD design requirements to the PROGRAM OFFICIAL by letter for action by the HUD Director of Housing Development.
 2. Advise the Supervisory Architect of any noted incompleteness, contradictions or ambiguities in the drawings and specifications for his/her action in accordance with the contract documents. Record the event, any such subsequent event, and the issues discussed on Form HUD-95379.
 3. The standard for completeness and arrangement of the drawings and specifications is Handbook 4460.1 REV-2, paragraph 2-7.
- C. Construction Record. Maintain a file of project documents from project assignment through substantial

completion of the work. Incorporate all the documents listed in Handbook 4460.1 REV 2, paragraph 3-4.L., plus the set of assigned construction contract drawings and specifications (HUD's Contract Inspector Set), and offsite drawings and specifications. Use the construction record documents as the official set of documents against which all project observations and reporting are made. The HUD's Contract Inspector is to advise the Owner/GC to update/revise the Construction Progress Schedule, when completion date has been upset.

D. Preconstruction Conference.

1. When required by HUD Office, attend the preconstruction conference conducted by HUD Staff at the Field Office prior to the start of construction, Retain a copy of the minutes of the meeting, handouts and list of attendees for use in addressing subsequent questions on the issues during the construction period.
2. Conduct any additional required preconstruction conferences at the job-site, e.g., for major subcontractors that did not attend the Field Office session. Record on the Trip Report, any such field conference and attendees.
3. Answer job-site questions pertaining to labor and EEO contract provisions, and cost certification submissions. Request Field Office assistance, where required, for in-depth questions.

E. Construction Progress Meetings. See Handbook 4460.1 REV-2, paragraph 3-3.E. for detailed instructions

1. Schedule and participate in monthly job-site meetings to coincide with the monthly review of the GC's requisitions (paydraws).
2. Apprise the major participants of observed deficiencies and problem areas in the progress of the work and; clarify HUD procedures applicable to the issues raised; and guide the appropriate parties to the extent necessary to address and resolve outstanding issues.
3. Remind the participants at each meeting after 30 percent project completion:

Of the Construction Contract, Article 2.0., definition of Substantial Completion of the Work, and

That the Owner (in all cases) and GC (where the Cost Plus Contract is used) must meet with HUD mortgage credit and construction cost analysts, respectively, before 90 percent project completion to review cost certification submission requirements.

4. Record the meeting, issues discussed, and conclusions reached on Form HUD-95379.

F. Inspections/Completion of the Trip Report-Form HUD-95379:

1. Visit the project job-site as required (frequency will be specified in the Task Order or Form 347) to observe and report on job conditions, happenings, and construction progress.
2. The duration of visits for each inspection is estimated to be two hours per visit with greater amounts of time for requisition review, Punch List review, Major Moveable Equipment Installation reviews, etc. See Handbook 4460.1 REV-2, Chapter 3. Schedule one inspection visit to coincide with the monthly paydraw.
3. The major functions during inspection are to:
 - a. evaluate and report on the GC's organization, operations and supervision (indicate by name, each Subcontractor Entity/specific work that that Subcontractor is doing/number of workers that Subcontractor has on the job on day of inspection);
 - b. evaluate and report on the Supervisory Architect's administration of the contract and services; a copy of each Supervisory Architect's Field Report is to be provided to the HUD's Contract Inspector on a timely/consistent schedule; each HUD's Contract Inspector Trip Report is to include a comment on the aforementioned (indicate date of latest Field Report provided);

- c. report on special circumstances: the date of the start of initial construction, the date of permanent construction, occupancy, delays, disputes, changes, etc. Specifically identify and report serious construction problems that may lead to default (indicate milestones, such as, “Electrical Inspector has approved rough wiring”, or “Elevator Inspection scheduled for Tuesday next week” , etc.);
 - d. report non-compliance in the work from the contract documents observed by the HUD’s Contract Inspector and/or the Supervisory Architect;
 - e. determine that the amounts requested by the GC and recommended by the Supervisory Architect for payment are reasonable;
 - f. report on labor and EEO compliance, conduct wage interviews, report on condition of the HUD Project Sign. The HUD Project Sign is required for ALL HUD projects and is to be in a prominent location on the project site visible to the public; sign is to indicate: US DEPT HUD, the HUD project number, the HUD project name, the Equal Opportunity (EEO) Logo; this sign is to be in place on the Initial Start of Construction day. HUD’s Contract Inspector is to report on status of sign---- if not in place, when to be erected---if after erected, sign is not maintained acceptably in prominent location, etc.---HUD’s Contract Inspector is to take a photograph of this sign, when erected and attach to Trip Report---indicate on Trip Report that photograph of HUD Sign is attachment. It is understood that the HUD Project Sign is to remain acceptably in place until HUD Substantial Completion Inspection,
 - g. report on the percentage of actual project completion and the scheduled completion, and the percentage of completion of each HUD-approved change order; (also, report on the progress/problems/completion/etc. regarding OFF-SITE WORK; if there are final sign-off’s issued by the Building Inspector/etc., then attach copies of same to Trip Report as an attachment, etc.)
 - h. report on compliance with each offsite work contract, if applicable, and on the percent completion for each. Report where the slow start or progress of offsite work may delay occupancy.
 - i. The HUD’s Contract Inspector comment to Item A2 (Administration of Construction Contract), on each Trip Report, is “NA” (not-applicable).
 - j. Indicate on each Trip Report the name/title of the following parties if they are on-site at the time of the HUD’s Contract Inspector’s inspection: the GC’s Superintendent, Owner, Supervisory Architect, Fire Chief, City Building Inspector, etc., and/or other key parties. (indicate HUD project name, project number, street address, city, town, state location, etc., and other items as indicated as required on the HUD-95379, etc.)
 - k. Indicate the weather at time inspection (include weather information that effected construction progress, for which the GC lost time, etc.)
 - l. Leave copies of your Trip Report at job site for Owner, Supervisory Architect and GC. (typically, on this inspection day, you would leave copies of your prior Trip Report)
4. Record each inspection finding on the HUD Representative’s Trip Report, in accordance with instructions in Handbook 4460.1 REV-2. Incorporate findings of any HUD specialist sent to the project to assess unique or complex conditions or systems requiring engineering or other specialized skills in a unified report in accordance with Handbook 4460.1 REV-2, paragraph 3-4.
 5. In the case of adverse findings. Discuss adverse findings with the Supervisory Architect at the job-site, or by phone, if the Supervisory Architect is not present when the site visit is made. Give a copy of Form HUD-95379 to the Supervisory Architect, if he/she is present at the job-site, or leave copy for him/her at the job-site; also, mail copy of same to Owner and Supervisory Architect; make note on HUD-95379 that aforementioned was done, etc.
 6. Advise The Field Office Chief of Multi-Family Housing Production by letter in addition to recording the findings on Form HUD-95379 where there is occupancy of any part of the work for which HUD has not executed Form FHA

2485, Permission to Occupy, See Handbook 4460.1 REV-2, paragraph 3-4.J. for additional details.

7. Complete and date the “Final HUD Representative’s Trip Report” on the day of the site visit.
8. This Order will include inspections for the monitoring of items of delayed completion, based on the need being determined by the PROGRAM OFFICIAL.

G. Wage Interviews. (required for all projects having US DEPT OF LABOR PREVAILING WAGE REQUIREMENT)

Conduct 2-3 wage interviews on each inspection of Davis Bacon covered workers, reporting on the HUD Form 11, Record of Employee Interview. In accordance with HUD Handbook 1344.1 Rev 1. These forms shall accompany the narrative trip report. If there were problems obtaining these interviews, the trip report shall address why the interviews were not obtained.

H. GC’s Monthly Requisition For Payment. Review the GC’s Requisition, Form HUD 92448, and supporting documents against the Schedule of Values, Form FHA 2328, and the observed acceptably completed work and acceptably on-site stored material. Payment for on-site stored materials must be supported and conform with Handbook 4460.1, REV-2, paragraphs 3-7. and 3-8. (It should be noted that the only materials allowed for storage off-site are those which meet the HUD definition of “Eligible Building Component”.) Request a current/as-built survey with GC requisitions, which includes a draw for foundation construction, for which the survey shows the foundation’s site location and top of foundation elevation or finish floor elevation, etc.; attach survey plan to the HUD 92448. (call PROGRAM OFFICIAL, if any questions)

1. Modify the requisition as appropriate in accordance with instructions in Handbook 4480.1, and Handbook 4460.1 REV-2, paragraph 3-6. Report any modifications to the requisition on Form HUD-95379.
2. Complete and sign the Inspectors Certification on the reverse side of Form HUD 92448. (This being done only after the Supervising Architect has certified and signed.) (if the Supervisory Architect is having some-other-person sign, then, the Supervisory Architect is to provide a Power-of –Attorney regarding the aforementioned)

I. Supervisory Architect’s Services. Advise the Supervisory Architect on HUD requirements, monitor his/her performance against provisions of the Owner-Architect Agreement, AIA Doc B-I8I, and report on the Supervisory Architect’s performance in accordance with Handbook 4460.1 REV-2, paragraphs 3-4.K., 3-10., and 3-11. Report inadequate performance on Form HUD-95379.

J. Architect’s Supplemental Instructions. Monitor the proper use of Architect’s Supplemental Instructions, AIA Document G710, for compliance with Handbook 4460.1 REV-2, paragraph 3-13, and assure distribution to the Field Office. Report the Supervisory Architect’s improper use or distribution of AIA Document G710 on Form HUD-95379.

K. Serious Construction Problems. Report serious construction problems, defined in above paragraph II.E. of this Order, on Form HUD-95379 in accordance with Handbook 4460.1 REV-2, paragraph 3-14.

L. Training and Field Office Liaison. Attend HUD conducted training sessions at the HUD Field Office, as scheduled by the PROGRAM OFFICIAL during the term of this Order. Such training will be for approx. two-hours in duration on a given day for the purpose of addressing programmatic and technical issues relevant to project inspection.

M. HUD’s Contract Inspector, when construction is at approx. 80 percent complete, is to advise Owner, Supervisory Architect and GC of the above/pertinent paragraphs , in order to prepare for the HUD Substantial Completion Inspection (HUD SCI):

- HUD SCI is to be accomplished, as soon as possible, after an acceptable Occupancy Certificate (refer above regarding what is acceptable, etc.) is issued
- Owner is to have ready all of the necessary items (multiple copies):
- Occupancy certificate (if none required by Building Inspector to be issued, have letter explaining why, and, include copy of Building Inspector final sign-off on Building Permit)
- Supervisory Architect list of incomplete items
- AIA Form G704
- Elevator Permit (if applicable)

- State Department of Health Final Inspection (for Nursing Homes, Board and Care Homes and Assisted Living Facilities)
- The Owner is to provide 2 copies of the above to the HUD's Contract Inspector
- With the above in hand, the HUD's Contract Inspector can perform the HUD SCI, complete the FINAL TRIP REPORT (attach one set of the above papers to the TRIP REPORT and indicate on the Trip Report each of the attachments and the dates for 9/12 month inspections, refer to HUD Handbook 4460.1, Section 3.17. Guarantee Inspections; the 9/12 month inspections will report/include any Latent Defects from the GC's contract scope of work. HUD's Contract Inspector will keep one copy/set of aforementioned for HUD's Contract Inspector file)))
- Next, the Permission to Occupy FORM 2485 can be completed
- Finally---the HUD's Contract Inspector will forward to the PROGRAM OFFICIAL, the Final Trip Report with attachments and the Form 2485, as soon as possible, not later than 5 working days of the date of the HUD SCI..

N. Section 223F and other HUD Multi-Family Housing Production Repair Program Projects: these projects are typically made-up of a list of repair (critical and required) items; the frequency of inspections is usually 2 or 3 per month; usually, the OWNER also acts as his/her own GC, obtaining the various trades to accomplish the work items; the HUD's Contract Inspector will approve the HUD Form-92464-Request for Approval of Advance of Escrow Funds, prepared by the OWNER, when work items have been acceptably completed (if applicable, attach copy of Building Inspector Final Sign-off, etc. to Form-92464); refer HUD Handbook 4460.1, Chapter 5. (HUD's Contract Inspector will sign on Page 2 of Form-92464 at "Inspector's Offsite and Construction Change Certification"; HUD's Contract Inspector may LINE-OUT the words "Offsite and Construction Change", and ADD/WRITE-IN the words "REPAIR COMPLETION"; thus make to read: "Inspector's Repair Completion Certification" On these aforementioned type projects, there is no SCI, but only a FINAL inspection trip report to indicate "all work acceptably completed " or, if the case, "except for the list of incomplete items" \On Final Trip Report, HUD's Contract Inspector will indicate the 9/12/15 month guarantee inspection dates)

IV. DELIVERY SCHEDULE.

- A. Assignment Document Review Report. Deliver to the PROGRAM OFFICIAL with or before delivering the first inspection report Form HUD-95379, HUD Representative's Trip Report.
- B. HUD Representative's Trip Report, Form HUD-95379. Deliver the original HUD-95379 to the PROGRAM OFFICIAL within five working days of the site visit.
- C. GC's Requisition, Form HUD 92448. Return the original and seven copies to the Owner's representative at the job-site upon completion of the paydraw review and signing of the documents; and, deliver one copy to the PROGRAM OFFICIAL within five working days of the site visit. (Include the aforementioned as an attachment to the applicable Trip Report, and, on the Trip Report, indicate GC's Requisition Number and the amount approved. HUD's Contract Inspector is also to obtain a copy of each GC Requisition for HUD's Contract Inspector file.)
- D. "As Built" Drawings and Specifications. Return the HUD's Contract Inspector Set of the contract drawings and specifications, conformed to the GC's record set, to the PROGRAM OFFICIAL within 30 days of the Final HUD Representative's Trip Report, or at such later date, directed by the PROGRAM OFFICIAL, where additional services for monitoring incomplete items, is required.

VI. **PAYMENT FOR SERVICES.** The Contractor shall be paid on a monthly basis at the rate specified as the Unit Price shown on the contract/order. The basis for payment will be the submission of acceptable Trip Reports, which meet HUD requirements; the HUD's Contract Inspector will submit to the PROGRAM OFFICIAL, Public Voucher, Form SF-1034 for payment or commercial voucher. (Trip Reports are to be numbered consecutively; on SF-1034 or voucher, indicate numbers for which payment is being claimed)

VII. MINIMUM TOOLS/EQUIPMENT/OTHER REQUIREMENTS:

- Fax Machine
- Trip reports are to be typed (handwritten is NOT acceptable)
- An Address where Fedex or overnight shipments can be received. (other than PO Box)
- HUD's Contract Inspector must have mobile phone access when on site and in transit
- Computer and E mail address

- Pictures/photographs (4 to 6 pictures are to be taken on each site visit to depict the progress of the work ,etc.) are to be scanned or digitally printed on plain paper and be capable of being submitted via e-mail as an attachment to the Trip Report
- Trip Reports shall be sent via e-mail or mail as directed by PROGRAM OFFICIAL/ (attachments papers, other than pictures, can be sent by mail; indicate on Trip Report the attachments being forwarded by mail, so as to be received by PROGRAM OFFICIAL within five working days, etc.)
- If sole proprietor, provide name and telephone number of contact person in case of emergency.
- If HUD Contract Inspector is going to be away (leave of absence) from the assigned inspection duties due to personal, medical situations, etc., the PROGRAM OFFICIAL is to be contacted as soon as possible in order that HUD obtain a new/interim/substitute inspector, if appropriate, for this inspection function to be continued as required.

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SAP PROVISIONS AND CLAUSES FOR THE PURCHASE OF SERVICES AND SUPPLIES OVER \$3,000

To indicate the applicability of certain optional provisions/clauses, check the adjacent boxes

SOLICITATION PROVISIONS

52.204-8 Annual Representations and Certifications (Jan 2006)

- (a) a) (1) The North American Industry classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (c) applies.
- (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

Federal Acquisition Regulations Clauses and Provisions: <http://www.arnet.gov/far/>

U.S. Dept. of HUD Regulations Clauses and Provisions: <http://www.hud.gov/offices/cpo/hudar.cfm>

52.217-5 Evaluation of Options (JUL 1990)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

PURCHASE ORDER GENERAL CLAUSES

FAR 52.204-7 Central Contractor Registration (JUL 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items). (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).
- (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

2452.203-70 Prohibition Against the Use of Federal Employees (FEB 2006)

2452.209-72 Organizational Conflicts of Interest (APR 1984)

2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JUL 1988)

[] 2452.239-71 Information Technology Virus Security (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[product description, part/catalog number, other identifier, and serial number, if any]

This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

52.219-6 Notice of Total Small Business Set-Aside (Jun 2003)

SPECIFIC SUPPLY CLAUSES

[] 52.213-2 Invoices. (APR 1984)

52.243-1 Changes - Fixed-Price. (AUG 1987)

SPECIFIC SERVICE CLAUSES

[] 2452.237-70 Key personnel (FEB 2006)

a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified

individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows: [List Key Personnel and/or positions, and tasks, percentage of effort, number of hours, etc., for which they are responsible, as applicable.]

2452.237-73 Conduct Of Work And Technical Guidance (OCT 1999)

- (a) The Government Technical Representative (PROGRAM OFFICIAL) for liaison with the Contractor as to the conduct of work is _____ [insert name] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current PROGRAM OFFICIAL's status or the designation of a successor PROGRAM OFFICIAL.
- (b) The PROGRAM OFFICIAL will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (1) Causes the Contractor to perform work outside the scope of the contract;
 - (2) Constitutes a change as defined in FAR 52.243-1;
 - (3) Causes an increase or decrease in the cost of the contract;
 - (4) Alters the period of performance or delivery dates; or,
 - (5) Changes any of the other express terms or conditions of the contract.
- (c) The PROGRAM OFFICIAL will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The PROGRAM OFFICIAL may issue such guidance via telephone facsimile or electronic mail.

[] 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).

[] 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

...this clause identifies the classes of services employees expected to be employed under the contract and states the wage and fringe benefits payable to each if they were employed by the contracting agency....

This Statement is for Information Only. It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits	Employee Class	Monetary Wage-Fringe Benefits
_____	_____	_____	_____
_____	_____	_____	_____

[] 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006)
52.243-1 Changes-Fixed Price Alternate I (APR 1984)

INDEFINITE QUANTITY/ INDEFINITE DELIVERY CLAUSES

- [] 52.216-18 Ordering (OCT 1995)** (a)orders may be issued from _____ through _____ (insert dates).
- [] 52.216-19 Order Limitations (OCT 1995)**
 - (a) *Minimum order.* When the Gov't requires ... in an amount of less than _____ (insert \$ or Qty) the Gov't is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
 - (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of _____ (insert \$ or Qty);
 - (2) Any order for a combination of items in excess of _____ (insert \$ or Qty);
 - (3) Series of orders...within _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
 - (d)...Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within _____ days after issuance....
- [] 52.216-20 Definite Quantity (OCT 1995)** (d)the Contractor shall not be required to make any deliveries ... after _____ (insert date).
- [] 52.216-21 Requirements (OCT 1995)** (d)the Contractor shall not be required to make any deliveries ... after _____ (insert date)
- [] 52.216-22 Indefinite Quantity (OCT 1995)** (d)the Contractor shall not be required to make any deliveries ... after _____ (insert date).