

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE 1	OF 54	PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-ALT-01908	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/25/2008	6. REQUISITION/PURCHASE NO R-2008-4AH-00324		
7. ISSUED BY: Department of Housing and Urban Development Southern Field Contracting Operations 40 Marietta Street NW, 14 th Floor Atlanta, GA 30303		8. ADDRESS OFFER TO (If other than Item 7) Same As Block 7				

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 40 Marietta Street, NW, 14th Floor, Atlanta, GA 30303 until 12:00pm local time Aug. 25, 2008
(noon) (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Conrad Howard Margaret Hill	B. TELEPHONE NO. (NO COLLECT CALLS) (678) 732-2556 (678) 732-2180	C. E-MAIL ADDRESS conrad.howard@hud.gov margaret.hill@hud.gov
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	32-37
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	4-21	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	38
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	22-23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	24	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	39-40
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	25-26	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	41
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	27-28	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	50
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	29-31				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10	CALENDAR DAYS	20	CALENDAR DAYS	30	CALENDAR DAYS	CALENDAR DAYS
		%		%		%	%
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
	<input type="checkbox"/>		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA		28. AWARD DATE
	(Signature of Contracting Officer)		

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT DEFINITION – REQUIREMENTS

This is a Requirements contract as defined at Section 16.503 of the Federal Acquisition Regulation (FAR) and in Section I.5, FAR clause 52.216-21, Requirements. Services or supplies provided by the contractor under this contract shall be secured by the issuance of delivery orders (for supplies) or task orders (for services). Orders shall be placed in accordance with the following clauses: FAR 52.216-18, Ordering; FAR 52.216-19, Order Limitations; and with [] Delivery Ordering Procedures, or [X] Task Ordering Procedures.

B.2 SERVICES

The contractor shall provide professional support services for real estate property sales closing services for single-family (1 – 4 units) properties owned by the U.S Department of Housing and Urban Development (HUD) located within the geographic areas described in Paragraph B.4 below for the Atlanta Homeownership Center (HOC).

B.3 ESTIMATED AND MAXIMUM QUANTITIES

The estimated and maximum quantity of closings the Government may order during the applicable performance periods of the contract are shown below.

In accordance with FAR 52.216 21(a), the government provides the following estimates:

The estimated quantity of services the government may order under CLINs 001 and 004 combined is 473 per year.

The maximum quantity of services the government may order under CLINs 001 and 004 combined is 600 per year.

NOTE: FAR 52.216-21(a) provides that the above quantities or amounts are estimates only. If the Government's requirements do not result in orders in the quantities or amounts described as "estimated" or "maximum" that fact shall not constitute the basis for an equitable price adjustment. See Section I.4 FAR clause 52.216-21, Requirements. See HUDAR 2452.216-77.

(**Note:** Similar information is not provided for CLINs 002 and 003 as these items are required only on an irregular basis.)

B.4 PRICE SCHEDULE

As total compensation for all services performed under this contract, the contractor will be paid according to the Contract Line Item Number (CLIN) prices listed herein. The unit price for Property Closing Services specified herein shall be inclusive of all costs, including, but not limited to, the cost of phones, postage, shipping, delivery costs, courier costs, express mail, faxing, transportation, document reproduction, wire transfer fees, audit costs, title search costs, and all office requirement as referenced in this contract. The unit prices for the CLINS entitled Recordation Services and Title Search Services specified herein shall be inclusive of all costs specific to those services. **NOTE: See Section H, Special Contract Requirements, for additional information.**

Third Party Closings

The CLIN entitled *Third Party Property Closing Services* (CLIN 004) in the following unit pricing schedule represents the unit price for the closings where a third party performs the closing. Third party closings are identical to a non-third party closing with the exception the Contractor is not required to prepare the HUD-1.

Geographic Area – Northern Alabama (Huntsville) consists of the following Counties: Lauderdale, Colbert, Limestone, Madison, Jackson, Dekalb, Marshall, Morgan, Lawrence, Franklin, Marion, Winston, Cullman, Blount, Etowah, Cherokee, Cleburne, Calhoun, Walker, Fayette, and Lamar.

CLIN 001: Property Closing Services IAW PWS Section C.4, tasks 1-6

CLIN 002: Recordation Services IAW PWS Section C.4, task 7(1)

CLIN 003: Title Search Services IAW PWS Section C.4, task 7(2)

CLIN 004: Third Party Property Closing Services Section C.4, task 3(5)

		<i>BASE PERIOD</i>	<i>OPTION YEAR 1</i>	<i>OPTION YEAR 2</i>	<i>OPTION YEAR 3</i>	<i>OPTION YEAR 4</i>
<i>Contract Line Item Number (CLIN)</i>	<i>Estimated Yearly QTY.</i>	<i>Unit Price</i>	<i>Unit Price</i>	<i>Unit Price</i>	<i>Unit Price</i>	<i>Unit Price</i>
CLIN 001	403	\$ per completed closing	\$ per completed closing	\$ per completed closing	\$ per completed closing	\$ per completed closing
EST. TOTAL OF CLIN 001 FOR EACH CONTRACT PERIOD		\$	\$	\$	\$	\$
CLIN 002	40	\$ each	\$ each	\$ each	\$ each	\$ each
EST. TOTAL OF CLIN 002 FOR EACH CONTRACT PERIOD		\$	\$	\$	\$	\$
CLIN 003	40	\$ each	\$ each	\$ each	\$ each	\$ each
EST. TOTAL OF CLIN 003 FOR EACH CONTRACT PERIOD		\$	\$	\$	\$	\$
CLIN 004	70	\$ each	\$ each	\$ each	\$ each	\$ each
EST. TOTAL OF CLIN 004 FOR EACH CONTRACT PERIOD		\$	\$	\$	\$	\$
EST. SUM TOTAL VALUE OF ALL CLIN #'S ABOVE FOR EACH CONTRACT PERIOD		\$	\$	\$	\$	\$
ESTIMATED TOTAL VALUE FOR ALL CONTRACT PERFORMANCE PERIODS				\$		

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

INDEX

C.1	Definitions/Acronyms
C.2	Background
C.3	Scope of Requirements
C.4	Tasks and Deliverables
C.5	Performance Requirements Summary
C.6	Applicable Documents

PERFORMANCE WORK STATEMENT (PWS)**C.1 DEFINITIONS/ACRONYMS**

For purposes of this contract, the following definitions/acronyms shall apply:

“ACCEPTABLE QUALITY LEVEL (AQL)” – The level of performance required of the contractor in order to be considered acceptable.

“AFFILIATE” - Any firm or individual in which the contractor, any principal officers, managers or staff, or immediate family members have any identity of interest. This would include, but is not limited to, interests through investment, common ownership joint venture, subcontracting relationship, or familial relationship.

“ASSET CONTROL AREA (ACA)” – An established area for which there is an agreement between HUD and a local county or state government or approved nonprofit organization to purchase HUD-owned properties and future HUD acquisitions.

“ASSIGNED CLOSING” – A sales transaction for which the contractor has received an executed copy of the Sales Contract (HUD-9548) from the M&M.

“CLOSING” or “SALES CLOSING” – The meeting at which the real estate transaction covered by the HUD-9548 executed by HUD and a purchaser is consummated, including (1) execution or delivery (or both) of all necessary documentation (in proper form), (2) funding of the purchase price and (3) disbursement of all proceeds in accordance with the HUD-1 settlement statement.

“CONTRACTING OFFICER” – A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

“DAY” – Unless otherwise specified in the contract, a business day.

“FHA” – The Federal Housing Administration.

“GTM” – The Government Technical Monitor.

“GTR” – The Government Technical Representative.

“HUD” – The U.S. Department of Housing and Urban Development. The terms “Department of Housing and Urban Development,” “Department,” “HUD,” “Seller” and “Government” shall be synonymous and may be used interchangeably in this contract.

“IDENTITY OF INTEREST” – An individual, corporation, partnership, joint venture, limited liability company, or other entity directly or indirectly controlling or controlled by or under the direct or indirect common control with the Contractor. This includes one in which the owners, managers, principal officers, or staff have any familial relationship with the owners, managers, principal officers, or staff of the Contractor.

“KEY PERSONNEL” – For this contract are defined as the on-site contract manager, and alternate contract manager, responsible to oversee document preparation, and closings. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (e.g., President, Legal Assistant, etc.) will be considered as key personnel.

“MANAGEMENT AND MARKETING CONTRACTOR (M&M)” – The M&M is under contract to HUD to handle all day-to-day activities regarding the HUD inventory and will normally be the entity designated to act on behalf of HUD with regard to sales closings and furnishings of sales contracts to the closing agent.

“METHOD OF SURVEILLANCE” – The primary inspection methods the Government will use to evaluate the contractor’s performance in meeting the performance requirements.

“OFFICE” – A place of business, located within the boundaries of the geographical area covered in the contract, which is fully staffed and equipped to perform all the requirements of the contract.

“PERFORMANCE STANDARD” – The performance requirement for each listed service to which the contractor is required to perform.

“SCHEDULED CLOSING” – A closing is considered to be a scheduled closing when an approved pre-closing package has been received from the M&M.

“SERVICE REQUIREMENT” – The primary performance requirements specified in the PWS. Only those requirements deemed to be most important are listed with an established standard.

“SUBCONTRACTOR” – A supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor in the performance of the prime contract.

“TABLE FUNDED” - All funds in the transaction are received and disbursed at time of closing, unless table funding is prohibited by state statute and approval has been given by the GTR.

“THIRD PARTY CLOSING” - Any instance where a purchaser/funding lender uses a closing agent other than HUD’s contracted closing agent. This does not include sub-contractors of the contractor.

C.2 BACKGROUND

A. Single Family Mortgage Insurance Program. The Federal Housing Administration (FHA), an agency of the United States Department of Housing and Urban Development (HUD), administers the Single Family Mortgage Insurance Program. Upon default and foreclosure of an FHA insured loan, the lender files a claim for insurance benefits. In exchange for payment of a claim, a lender conveys the foreclosed property to HUD. HUD, through a Management and Marketing (M&M) contractor, then manages and sells a sizable inventory of single family homes in a manner that promotes home ownership, preserves communities and maximizes return to the FHA insurance fund. To complete the sales of the properties, HUD requires the services of closing agent contractors (referred to as “contractor” hereafter) to perform all necessary closing activities on its behalf.

B. Interaction/Impact. Performance under this contract will involve interaction with homebuyers and their representatives in the real estate community, mortgage lenders, non-profit housing and advocacy organizations, staff from HUD’s Homeownership Center (HOC), and other service providers under contract to HUD such as the M&M contractors. Additionally, this contract may be impacted by changes in regulation or legislation, and housing policy initiatives identified by the White House or the HUD Secretary.

C. Performance-based Contract. This service was previously acquired through awarding contracts

where HUD prescribed the processes the contractors would follow. This contract will follow a performance based contracting (PBC) approach, whereby HUD establishes the performance standards to be met in this PWS and the contractor is responsible for meeting or exceeding those standards.

C.3 SCOPE OF REQUIREMENTS

A. Purpose. The Contractor shall proactively work with HUD's M&M contractors; any successor contractors and the Government Technical Representative (GTR) and Government Technical Monitor (GTM) to ensure closings are prepared timely. The Contractor shall perform to meet or exceed the performance standards specified in this contract. Occasionally the purchaser may choose to use a third party to perform their closing. In these instances, the Contractor (or a bonded agent) is required to physically represent HUD at all third party closings [see C.4.C.5].

B. Objectives. The primary objectives of this contract are to:

1. Proactively represent HUD's interests at the sales closing,
2. Close on the sales contract in accordance with Task 1 of section C.4,
3. Ensure closing is held no more than 60 miles (driving distance) of the subject property,
4. Ensure HUD funds received are accurately and timely provided to Treasury, and
5. Accomplish the closings with error-free closing documents.

C. Results and Outputs. The contractor's performance under this contract shall ensure:

1. Closings are fully and accurately completed and reconciled in accordance with Task 1 of section C.4,
2. HUD funds are transferred to Treasury.
3. The contractor's internal quality management will ensure minimal errors in processing all requirements, and,
4. Customer service surveys will reveal the contractor is providing exceptional service to purchasers (thereby reflecting a positive image of HUD).

C.4 TASKS AND DELIVERABLES

A. Task 1: General Requirements. The primary objective is to perform routine closings of HUD-owned properties within 45 to 60 days, and no more than 60 miles from the subject property. For special incentive programs offered by HUD to homebuyers, closings shall be performed 30 days after contract signing. The contractor shall coordinate with the M&M to effect the closing within the allotted time frame unless an extension is necessary due to circumstances outside of the contractor's control.

1. Contractor Furnished Items

The contractor shall establish and maintain a fully staffed, equipped, and supplied office in the geographic area of the contract and provide all necessary facilities, materials, supplies,

equipment, supervision, and personnel, to perform the Real Estate Closing Services, as required in this PWS.

NOTE: The contractor is required to have at least one office within the contract area. The contractor shall ensure closings are to be held no more than 60 miles from the subject property.

2. Normal Working Hours

The contractor shall maintain the office to conduct closings for assigned properties and provide service from 8:00 AM to 4:30 PM, local time in the geographic area, Monday through Friday, with the exception of recognized Federal holidays (Section F.3) and other industry-accepted days to be closed, (e.g., Friday after Thanksgiving) as discussed and agreed upon between the GTR or Contracting Officer and the Contractor at or subsequent to the Post Award Meeting.

3. The Contractor shall assign Key Personnel whose names were identified in the proposal and who are integral to the performance of the task requirements. The contractor shall represent/acknowledge that all personnel assigned to this contract are Capable of working independently and with demonstrated knowledge skills and expertise in their respective areas necessary to perform all assigned duties. If the contractor personnel do not possess the expertise necessary to perform the tasks required in the contract, then the contractor shall be responsible for appropriate training and/or replacing personnel. Key Personnel shall be available during normal duty hours to meet with HUD staff to discuss problem areas and shall have full authority to act for the contractor on all contract matters relating to daily operations of the contract.

4. Insurance, Licenses, Certifications, and Permits.

The contractor shall obtain necessary licenses, insurance certifications, and permits required in the performance of the contract (whether required by common law, practice or otherwise) and comply with any federal, state, county, municipal and local laws, codes and regulations and restrictions applicable to the performance under this contract. The contractor shall ensure that all subcontractors comply with these requirements.

5. Escrow Account.

- a. The contractor shall establish a non-interest bearing escrow account (unless state law requires an interest bearing account, in which case, documentation to verify this distinction must be provided to the GTR and Contracting Officer) for all sales proceeds, including earnest money deposits, loan proceeds, and purchaser's funds presented at closing, in the name of the contractor with the restriction: "As Trustee for the U.S. Department of Housing and Urban Development." All distribution of funds shall be made from this account. The cost of maintaining and operating this account is at the expense of the contractor. This escrow account shall be used only for purposes of this contract and, in the event the contractor has multiple contracts with HUD, the contractor shall ensure that a separate account is maintained for each contract area and shall not co-mingle funds within areas. The escrow account shall be established in a bank that gives credit for deposited funds immediately upon clearance, and has the capacity to transmit all of the information contained in the SAMS-1103. The contractor shall enter into a letter of agreement with its bank that upon demand by HUD, the account will be re-titled into HUD's name. The contractor is to be the sole custodian of the HUD Trust account. The contractor may not subordinate HUD Trust account responsibilities or allow account access to its affiliates or subcontractors. If at any time the contractor is unable to continue compliance with these requirements, the contractor shall immediately notify the GTR or GTM and the Contracting Officer. Such notification shall include

proposed actions to achieve compliance. The contractor shall make its bank statement available to the GTR or GTM upon request.

- b. As soon as possible following termination or expiration of this contract, but no later than 90 days following such termination or expiration, the contractor shall close the escrow account and provide HUD with a cashier's check for the balance in the account. Within 30 days following closing of the account, but no later than 120 days following the termination or expiration of the contract, the contractor shall provide HUD with an appropriate reconciliation of all funds covered by said cashier's check, including a copy of the final bank statement showing a zero balance in the account.

6. Quality Control (QC) Plan.

The contractor shall establish and maintain a complete QC plan to ensure the requirements of the contract are provided as specified. Two copies of the contractor's final plan shall be provided to the contracting officer not later than 10 business days after contract award. The contractor shall provide two complete copies to the Contracting Officer as any updates/changes occur. The plan shall include:

- a. Identification of the tools the contractor will use to ensure all required time frames in the contract are met.
- b. A QC review system covering all of the service requirements listed on the Performance Requirements Summary (See C.5). It shall specify the requirements to be reviewed on either a scheduled or unscheduled basis, how often reviews will be accomplished, and the title of the individual(s) who will perform the reviews. It shall also specify how records of all reviews conducted by contractor/subcontractor personnel will be maintained, including documentation of corrective action taken when reviews reveal discrepancies, and where those records will be maintained to ensure availability of access to HUD personnel throughout the term of the contract.
- c. The methods for selecting responsible subcontractors and monitoring their performance to ensure only quality work is being received. Include copies of actual or proposed subcontract agreements, including all required FAR clauses that will flow down to the subcontracts.
- d. Adequate internal control measures to ensure:
 - (1) files and file documents are managed and controlled to prevent any loss of documents;
and
 - (2) funds received and paid out are properly and timely managed and files are timely reconciled.

7. Customer Service.

Inasmuch as the contractor's performance reflects directly on the Department, customer service is a priority under this contract. The contractor shall work to perform the highest level of customer service to HUD's homebuyers and real estate brokers. The contractor shall provide customer satisfaction surveys (see Section J) to evaluate the closing agent's and/or the M&M's performance from the perspective of the buyer and the real estate broker. At closing the contractor shall provide two surveys, (1) the Homeowner Satisfaction Survey to the purchaser, and (2) the Real Estate Broker Satisfaction Survey to the real estate broker with a postage pre-

paid envelope addressed to HUD at the address listed below. If the real estate broker is not present at the closing, the Real Estate Broker Satisfaction Survey and return envelope shall be mailed with the commission check.

**U.S. Department of Housing and Urban Development
Atlanta Homeownership Center, REO Branch
40 Marietta Street NW
Atlanta, GA 30303-2806**

HUD may unilaterally change the text and format of the survey, as well as the procedure for distribution of the survey and will notify the contractor of all changes.

8. Records Maintenance.

- a. Throughout the entire life of the contract the contractor shall maintain a system of record keeping which will ensure documents are:
 - (1) properly and promptly filed upon receipt,
 - (2) not lost or misplaced,
 - (3) easily and promptly retrieved upon request by the GTR or GTM, Contracting Officer, or any other authorized person, and
 - (4) maintained with complete confidentiality.
- b. Maintain the complete record of each closing, keeping all information confidential as directed by the GTR/GTM or designee. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records to the GTR/GTM or designee immediately. Minimum records to be maintained include:
 - (1) Bank statements and proof of deposits for the escrow account;
 - (2) Proof of wire transfers of proceeds;
 - (3) Copies of cancelled checks for disbursements (including the property address, FHA case number and notation of types of expenses);
 - (4) A log of all payments made (reflecting the FHA case number, date, amount, purpose, and if payment was made at closing or outside of closing);
 - (5) Copies of each document related to the closing performed; and
 - (6) Copies of all receipts for actual cost reimbursements.

9. Subcontracting.

The contractor shall ensure that any subcontractor providing services on behalf of the contractor has been approved prior to any such performance, either through identification in the technical submission or by separate notification to the GTR and Contracting Officer. Such notification shall completely disclose the subcontractor services being provided and the fee arrangements by which the subcontractor is paid for services provided. HUD will only approve subcontract

arrangements that provide a fee-for-service basis; that is, the subcontractor receives compensation for services provided under the contract, not for services that they may provide outside of the contract. Additionally, the subcontractor shall not have a negative performance history or be suspended or otherwise prohibited from doing business with the Government.

B. Task 2: Pre-closing Activities. The contractor shall perform all pre-closing actions, including, but not restricted to the ones detailed below, necessary to ensure the closing occurs as scheduled.

1. Open Closing File.

The contractor shall open all closing files and deposit earnest money funds, if applicable, no later than three business days after receipt of the contract package from the M&M. The contract package shall include:

NOTE: If all the documents required to constitute a complete closing package are not received within three (3) days of receipt of any part of the package, the contractor shall call the M&M and give the M&M three (3) days to supply the missing documents. If the missing documents are not received within three (3) days, the contractor will return whatever part of the package has already been received to the M&M contractor.

- a. A signed sales contract (HUD 9548) with any addendums and amendments. Within 48 hours of assignment, the contractor must ensure they receive from the M&M the HUD 9548-D, Individual Owner-Occupant Certification addendum if line 8 on the 9548 Sales Contract is checked “owner occupant.” If the Contractor does not receive the 9548-D, it is not to proceed with the closing;
- b. Title evidence (when available);
- c. Documentation regarding status of rents due to HUD (when purchaser is HUD’s tenant); and
- d. Bulk Sales listing (if applicable).

2. Title Search.

The contractor shall order a 10-year title search and forward the report to the M&M within seven (7) business days of assignment. If the results of the search reveal any federal government interests, the contractor shall consult with the GTR prior to forwarding the report to the M&M.

3. Written Notification. The contractor shall provide written notifications as required.

- a. No more than two business days after the receipt of the closing file, the contractor shall provide notification of contract receipt to the real estate agent. The letter shall include a notification of assignment, the file number, the name of the closing officer, the latest possible closing date, the terms of any extensions, and a request for the establishment of a firm closing date. The package shall also include a letter to the buyer notifying him/her that:
 - (1) HUD does not require the buyer to obtain title insurance as a condition of the purchase;
 - (2) If the buyer opts to obtain title insurance, they may elect to purchase title insurance from any firm offering such insurance if selecting a firm other than the closing agent will not cause any delays in the closing; and

- (3) If the closing agent (Contractor) is an agent for the selected title insurer and performs the service of issuing the title policy for that title insurer, the closing agent may obtain a fee from the title company in addition to their HUD closing fee.
 - b. The package in 3.a. shall include notice to the broker requiring that the broker obtain a signed acknowledgement from the buyer as to whether or not title insurance is desired, and if so, the identification of the title insurance company the buyer will use. This acknowledgement shall be returned from the broker no later than 10 days from receipt. The contractor shall then facilitate all communications with the title insurance company selected by the buyer.
 - c. Not less than ten business days prior to the latest contract closing date, the contractor shall provide the broker written notification if a firm closing date has not been established.
 - d. The next business day after the closing date stated on the contract, if no closing has occurred, the contractor shall notify the broker in writing that the sale did not close and that the M&M has been notified that the closing has been cancelled.
4. Deed and Closing Instructions.
 - a. No later than three business days after receipt of a written request for closing, or receipt of accurate loan documents from a lender, the contractor shall notify the M&M of the date, and accurately prepare the pre-closing package and forward it to the M&M for approval and signature.
 - b. The pre-closing package shall include:
 - (1) Special Warranty Deed,
 - (2) When paying HOA fees or taxes on the HUD-1 the contractor is instructed to show the total amount paid in the appropriate column, but break out any penalties or interest explained on the designated line. Contractor must receive the HUD GTR approval the M&M received in order to allow the inclusion of any penalties or interest on the HUD-1.
 - (3) Seller's Affidavit (if applicable),
 - (4) Owner Occupant Certification addendum (if applicable),
 - (5) Copy of earnest money check (if held by closing agent),
 - (6) Contractor certification explaining any invoices, which require payment (hard copy invoices to be included with post-closing package),
 - (7) A copy of Office Next Door (OND) and Teacher Next Door (TND) documents (if applicable), and
 - (8) HOA and/or tax invoices, and
 - (9) If there are penalties or interest charges due that are the responsibility of the M&M, those expenses shall not be reflected as a seller expense on the Form HUD-1, Settlement Statement, but must be funded at closing by the M&M. Note: The M&M is responsible for timely payment for all invoices, such as taxes, HOA fees, etc., during HUD's

ownership. Any penalties or interest incurred during HUD's ownership will be the responsibility of the M&M.

- c. The M&M is prohibited from executing deeds more than five business days prior to the actual date of closing. Once the deed is executed, it must be returned within two business days.
- d. The M & M must return the approved HUD-1 within 2 business days of receipt. For the inclusion or payment of any liens on the HUD-1, contractor must receive the HUD GTR approval the M&M received in order to allow the lien payment on the HUD-1. If applicable, the M&M must provide the necessary documentation, along with the returned approved HUD-1, as proof the requirements for the flood insurance requirements as outlined below in (1) and (2) have been met.
 - (1) Flood Insurance Requirement – As a condition of sale, purchasers of all HUD homes located in a special flood hazard area and where flood insurance is available through the Nation Flood Hazard Insurance Program are required to obtain flood insurance. Coverage shall be in an amount equal to or greater than the replacement value of the improvements as indicated on the appraisal. Additionally, the purchase contract must also include a provision that requires the purchaser to maintain flood insurance for the duration of his or her ownership and to make flood insurance a condition of any future sale. The HUD sales contract shall include a flood insurance notification defining this requirement. The M&M shall ensure that flood insurance is obtained prior to closing when required as described herein, but shall have no responsibility to monitor or enforce the post closing requirement. This requirement does not apply to vacant lots, properties being sold to ACA partners and scheduled for demolition, or properties sold without any form of federal assistance, including discounts, PMMs, sales incentives and closing costs assistance.
 - (2) Flood Insurance Not Available – HUD-owned properties located in special flood hazard areas in communities that are suspended from or are not participating in the National Flood Hazard Insurance Program, are not eligible for sale with FHA insurance, discounts, PMMs or other FHA assistance and must be listed uninsured.

5. Rental Monies.

The contractor shall verify with the M&M that all rental monies due HUD have been paid outside settlement if the buyer is a HUD tenant. If any due amounts have not been paid, the contractor shall ensure such payment is made at time of closing.

6. Extension Requests.

The contractor shall administer broker requests for extensions of the sales closing date. Such requests may only be accepted via the Closing Extension Request form, which includes supporting documentation, and shall be accompanied by the full non-refundable fee, in the form of cash, cashier's or certified check, or money order. No extension shall be processed without the extension funds unless prior written approval has been provided by the M&M. No extension may be granted without express written approval from the M&M or the GTR or GTM. The M&M has full authority to waive any extension fee.

- a. Not more than one business day after receipt of the request, fax it and all supporting documentation (including a copy of the check) to the M&M and deposit the extension funds in the escrow account.

- b. If the request is approved by the M&M, notify the broker no more than one business day after approval.
 - c. If the request is approved by the M&M and the fee is waived, return the extension funds to the Broker no later than one business day after approval and waiver.
 - d. If the request is denied by the M&M, the extension fee shall be returned to the broker no later than one business day after denial along with instructions to close by the scheduled date.
7. Preparation of the HUD-1.
- a. Accurate preparation of the HUD-1 is critical to timely processing. The contractor shall use an automated closing process software package as identified in the technical proposal to complete the HUD-1 and to minimize errors. The contractor shall prepare the HUD-1 so as to facilitate a full and complete closing, including all required disbursements, collections, and deposits, at the time of closing. A copy of the HUD-1 that has been approved by the M&M as well as the draft corrected by the M&M, if applicable, shall be retained in the file.
 - b. At closing, the extension fee shall not be applied to the amount due from the buyer unless the sale closes prior to the expiration of the extension, in which case the buyer shall be credited with a prorated (based on calendar days) portion of the fee. The full amount of the fee shall be reflected on lines 104 and 404 of the HUD-1. Any credited portion shall be reflected on lines 206 and 506.
8. Cancelled contract.
- a. If a contract is cancelled or fails to close, no more than one business day after the failed closing, the contractor shall telephonically or electronically notify the M&M.
 - b. The contractor shall return the signed deed to the M&M no later than the second business day after a sales contract is cancelled.
 - c. The M&M will instruct the contractor in writing of the disposition of the earnest money and extension fee (if applicable) when a contract is cancelled. If no instruction is received from the M&M and the sales contract has been expired for ten days, the contractor shall return any earnest money deposits to the M&M for disposition.
- C. Task 3: Closing Activities.** The contractor shall conduct the actual closing at an acceptable office location, as stated in the contractor's technical proposal, which is not more than 60 miles from the property's location. The contractor or its subcontractor shall be present at every closing. The closing shall be completed timely and accurately. At closing, the contractor shall perform all required actions, including the following activities:
1. Obtain signatures on the HUD-1 Settlement Statement.
 2. All closings shall be table funded unless prohibited by state law, in which case alternative procedures shall be established in the contractor's technical proposal.
 3. Disburse any allowable expenses due and payable at time of closing. Unpaid property taxes, HOA fees, utilities, etc., for the current year, shall be pro-rated and paid at closing.

4. Provide the Customer Service Surveys to the purchaser and selling broker. (see Section J, attachment 1).
5. The contractor (or a bonded agent) shall physically represent HUD at closings being conducted by a third party. For each such closing the contractor's responsibilities are as follows:
 - a. Forward letter to third party closer outlining HUD's requirements and time frames.
 - b. Perform title search on HUD's behalf [See C.4.B.2.].
 - c. Prepare deed and forward for signature [See C.4.B.4.a.].
 - d. Ensure that the HUD-1 is accurate and all applicable addendums.
 - e. Upon receipt of the sales proceeds for the third party, deposit funds into HUD's escrow account and initiate the request for wire transfer of the proceeds [See C.4.E.2.].
 - f. Ensure that the deed is filed for recordation. Obtain recording information/receipt from the third party for submission with the complete closing package, or within 24 hours of receipt from third party.
 - g. Forward the completed sales closing package to the M & M Contractor, via courier, no later than the third business day after the date of closing.
 - h. Ensure that any problems encountered with the third party closing are clearly addressed in the Contractor's Certification [See C.4.B.4.b.6.].

D. Task 4: Special Programs.

1. Officer Next Door (OND) or Teacher Next Door (TND) programs:
 - a. Contractor shall be familiar with HUD's OND and TND programs and their requirements and obtain a copy of Notice 99-30 plus any updates or revisions.
 - b. To qualify to purchase a home through the OND or TND programs, a law enforcement officer or teacher must agree to execute a second mortgage and note in the name of the Department. It shall be the responsibility of the contractor to prepare and provide for the OND/TND a Second Mortgage and Subordinate Note to be executed by the OND/TND at closing. The Second Mortgage and Subordinate Note shall conform to state requirements per the instructions contained in Appendix 111 of HUD Handbook 4165.1, REV-1, CHG-3. The contractor shall record the Second Mortgage. The recording instructions shall instruct the recorder's office to return the Recorded Second Mortgage or Deed of Trust to the M&M contractor at its office location. Replace the current language used in paragraph two (which is entitled Occupancy) of the OND/TND Second Deed of Trust document with:

Borrower shall own and occupy, establish and use the property as borrower's sole residency and shall continue to occupy the property as borrower's sole residency for at least three years after the first date of occupancy, which residency shall commence no later than, and be calculated from _____ (insert date 30 days after the date of execution of the Security Instrument/Note for homes requiring no repairs; 90 days after the date of execution of Security Instrument/Note for homes requiring minor repairs; and 180 days after the execution

of Security/Note for homes requiring extensive repairs) and ending ____ (insert date three years from commencement date).

- c. Replace the current language used in paragraph 3.(b) (which is entitled PAYMENTS) of the Subordinate Note with:
- (1) On any date after ____ [insert date 30 days after the date of execution of the Security Instrument/Note for homes requiring no repairs; 90 days after the date of execution of Security Instrument/Note for homes requiring minor repairs and 180 days after execution of Security Instrument/Note for homes requiring extensive repairs] and before ____ [insert one year after previous date] the principal balance of the Note shall be 90% of the initial principal balance.
 - (2) On any date after ____ [insert one year after first date in paragraph (1)] and before ____ [insert two years after first date in paragraph (1)] the principal balance of the Note shall be 60% of the initial principal balance.
 - (3) On any date after ____ [insert two years after first date in paragraph (1)] and before ____ [insert three years after first date in paragraph (1)] the principal balance of the Note shall be 30% of the initial principal balance.
 - (4) On ____ [insert three years after first date in paragraph (1)] the principal balance of the Note shall be zero.

- d. The following shall be placed on the Subordinate Note under paragraph c(4):

I will send any amount that becomes due and payable under this Note to the Note Holder at:

HUD Single Family National Servicing Center

ATTN: OND/TND Coordinator

500 West Main, Suite 400

Oklahoma City, OK 73102

- E. Task 5: Post-closing Activities.** The contractor shall perform all necessary post-closing activities, including those below, to ensure HUD is able to accurately and timely reconcile the closing.

1. Verification of Closing.

The same day that the closing takes place, electronically notify the M&M of the closing.

2. Deposit of Proceeds.

On the day of closing or the next banking day NOT LATER THAN (NLT) 2:00 P.M., deposit the sales proceeds and using the SAMS 1103, Wire Transfer Transmittal, initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by U.S. Treasury and are presently being used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System.

3. Filing of Deed.

Not later than one business day after the closing has taken place, the contractor shall file the deed for record and provide written notification of the filing to the M&M, any and all taxing authorities, and the Homeowners Association (if applicable).

4. Delivery of the Closing Package.

Deliver the completed Closing Package to the M&M not more than three business days after the closing is completed. Delivery to the M&M shall be by a method whereby the contractor can verify the date the M&M receives the package. A Closing Package shall include:

- a. The original HUD-1 and the Certification;
- b. A copy of the wire transfer confirmation;
- c. Evidence that the deed was sent for recordation;
- d. A copy of all applicable invoices or receipts of disbursements and the contractor's disbursement log;
- e. A copy of the 9548 (sales contract) and subsequent addenda to change the terms of the 9548 (GTR copy only).

5. Errors.

The contractor shall correct any errors or adjustments to the settlement statement as requested by the M&M with evidence of approval of these corrections by the GTR, after the settlement no later than two business days after written notification. The same day the corrections are made, the contractor shall provide a copy of any corrected documents to the M&M. Contractor shall reimburse HUD for any losses due to errors.

- a. Underwire of closing funds requires the contractor deposit the additional sale proceeds in the Treasury via FEDWIRE using the SAMS 1103, Request to Transfer Funds.
- b. Over wire of closing funds in excess of \$100 requires the contractor to coordinate with the GTR for reimbursement. Due to administrative expenses involved in processing reimbursements, over wires of \$100 or less will not be reimbursed.

F. Task 6: Reporting. By noon "local time" on the first business day of each week, the contractor shall electronically provide to the M&M and GTR the following reports (except items 3 and 4 below):

1. Closing Status.

The current status of all cases assigned as of the close of business the previous Friday.

- a. The report shall be divided into four categories: Active files (closing date not scheduled), Scheduled files (scheduled for closing), Delinquent files (closing date passed without a closing occurring), and Closed files (closing occurred during the previous week).
- b. The four categories shall include information regarding the buyer(s) name, property address, FHA case number, contractor's escrow/order number, date earnest money received, lender name, scheduled closing date, and date closed (if applicable).

2. Closing Performance.
 - a. The report shall provide the following information for each case closed:
 - b. FHA Case Number
 - c. Method of sale (cash or financed)
 - d. Date assigned, date closed, number of elapsed days to close from assignment and reason why it did not close on the assigned date
 - e. Date of closing, date of wire transfer of proceeds, number of elapsed days and reason funds were not wired timely
 - f. Date deed recorded, number of elapsed days from date of closing
 - g. Date M&M received closing package, number of elapsed days from closing
 - h. If the HUD-1 had to be corrected after closing occurred
 - i. If any disbursements had to be accomplished after closing occurred
3. No later than the 30th business day of the expiration of the contractor's Fiscal Year, the contractor shall provide the GTR with a copy of an audit of the HUD escrow account, performed by an independent auditor.
4. No later than the tenth calendar day of the month, the contractor shall provide the GTR with a report summarizing the responsiveness, timeliness, and cooperation of the M&M Contractor to facilitate timely closings. The summary shall address the M&M's actions regarding submission of the initial case assignments, responses to extension requests, pre-closing package approvals and deed submissions, and any comments/complaints received about the M&M. Negative information shall be substantiated with specific case numbers or instances.

G. Task 7: Special Services. Occasionally the GTR will require special services of the contractor that do not involve closings assigned by the M&M.

1. Recordation of documents.

The contractor shall draft and/or send for recording documents (such as reconveyance deeds, corrected deeds) as required by the GTR. The documents shall be filed for record no later than two business days of either assignment or receipt of the document, whichever shall occur later. A recorded copy of the document shall be returned to the GTR.

2. Title Services.

The contractor shall perform routine title searches and provide written evidence of the search at the request of, and within the time frame approved by the GTR. Routine title searches may be requested on a property that may or may not be the property of HUD.

C.5 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

- A. PRS Chart.** The PRS chart below lists the contract’s primary service requirements, its associated performance standards, the acceptable quality levels (AQL), and the methods of government surveillance. While there are several contract requirements not listed in the chart below, failure to list a requirement in the PRS does not negate the contractor’s obligation to perform all contract requirements. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.
- B. Quality Assurance.** HUD will develop a quality assurance plan to be used to provide contract oversight. The plan will include various methods of assessing performance, including 100% sampling and partial sampling. HUD also performs on-site reviews based upon the risk category assigned to the contractor. Contractors who are assigned a Low risk rating will have on-site reviews performed every six months, contractors rated as High risk will have reviews monthly, and Medium risk contractors will be reviewed quarterly. However, HUD reserves the right to perform a review at any time, regardless of risk assessment. When the Method of Surveillance is a review of samples during on-site reviews, the period reviewed will be since the last on-site review. Where partial sampling is indicated, the results of the sampling are to be considered representative of the contractor’s performance on the entire workload during the period in review.

PERFORMANCE REQUIREMENTS SUMMARY				
PRS #	SERVICE REQUIREMENT	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE
#1.	Task 1, C.4.A.5. Customer Service	Customer Satisfaction Surveys received shall contain no more than one negative comment per survey.	95% Satisfaction	GTR will review 100% of surveys received for closings occurring in each calendar quarter.
#2	Task 2, C.4.B.7. Prepare an accurate HUD-1	HUD-1 is to have no more than two typographical errors and no more than one incorrect data entry.	98%	If less than 15 closings, sample size is 8. If 16 – 50 closings sample size 12. If 51 – 90 closings sample size 15. If 91 – 150 closings sample size 20. If 151 – 280 closings, sample size 32. If 281 – 500 closings, sample size 50. If 501 – 1000 closings, sample size 80.
#3	Task 3, C.4.C.3. Disbursements	All allowable expenses are to be disbursed at time of closing.	100%	If less than 15 closings, sample size is 8. If 16 – 50 closings sample size 12. If 51 – 90 closings sample size 15. If 91 – 150 closings sample size 20. If 151 – 280 closings, sample size 32. If 281 – 500 closings, sample size 50. If 501 – 1000 closings, sample size 80.
#4	Task 5, C.4.E.2. Wire proceeds to Treasury	Proceeds are to be wired no later than 2:00 P.M. 1 banking day after closing.	100%	GTR will review 100% using SAMS report CMGSSD01.

#5	Task 2, C.4.B.4.b. and Task 4, C.4.D.1. Accurate preparation of legal documents	Legal documents (Special Warranty Deeds, Second Mortgages) prepared accurately and in accordance with HUD guidelines	100%	If less than 15 closings, sample size is 8. If 16 – 50 closings sample size 12. If 51 – 90 closings sample size 15. If 91 – 150 closings sample size 20. If 151 – 280 closings, sample size 32. If 281 – 500 closings, sample size 50. If 501 – 1000 closings, sample size 80.
#6	Task 5, C.4.E.3. Timely and properly file legal documents for recording	Legal documents are to be filed no more than 1 business day after closing, and in the correct county.	98%	If less than 15 closings, sample size is 8. If 16 – 50 closings sample size 12. If 51 – 90 closings sample size 15. If 91 – 150 closings sample size 20. If 151 – 280 closings, sample size 32. If 281 – 500 closings, sample size 50. If 501 – 1000 closings, sample size 80.
#7	Task 5, C.4.E.4. Deliver closing package	Closing package is due to M&M no more than 3 business days after closing.	100%	GTR will review 100% of reports and sampling of 10% of closings completed during the period covered by the on-site review to verify accuracy of reports.

C.6 APPLICABLE DOCUMENTS

- A.** All applicable HUD publications and forms listed below can be obtained by calling 1-800-767-7468. Forms may be downloaded from HUDCLIPS at:

<http://www.hud.gov/offices/adm/hudclips/index.cfm> or may be ordered by using the HUD Direct Distribution System at <http://www.hud.gov/offices/adm/dds/index.cfm>.

HUD-1, Settlement Statement, and Addendum
HUD-9548, Sales Contract including the 9548-D
SAMS-1103, Wire Transfer Transmittal w/completion instructions
SAMS-1106, Invoice Transmittal w/completion instructions
SAMS-1111, Payee Name and Address

- B.** Deeds and forms listed below will be provided by the GTR upon contract award, except the Release of Federal Tax Lien must be obtained from the Internal Revenue Service.

Deed
Request for Extension of Closing Date
Release of Federal Tax Lien

SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor. The unit prices in Section B are inclusive of all postage, shipping and delivery charges.

D.2 MARKING

All information submitted to the Contracting Officer or GTR/GTM and M&M shall clearly indicate the contract number for which the information is being submitted.

D.3 ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.4 DISPOSITION OF RECORDS

At expiration of contract, Contractor will forward to the HUD Record Retention Center, physical property files for all cases that have been closed or re-conveyed. The Contractor shall obtain from HUD the number of record storage boxes necessary to retire files in compliance to the below directions. The actual cost of shipping the record storage boxes will be reimbursed as a pass-through expense.

- The Contractor will download from HUDCLIPS (www.hudclips.org), Standard Form 135, Record Transmittal and Receipt.
- Case files must be separated between properties sold with FHA insurance and those sold without FHA insurance.
- Case files for insured sales are to be boxed together in case number order and a list compiled identifying the files contained in each box. Case files for un-insured sales are to be boxed together in case number order and a list compiled identifying the files contained in each box.
- For each box, the Contractor will complete Standard Form 135 in its entirety and attach a copy to the related box. Each box must identify the year closed, whether the case files represent loans that are insured or uninsured and the disposal date. (The disposal date on insured sales is 30 years. The disposal date for uninsured sales is 6 years.)
- The Contractor will deliver the original Standard Form 135 for each box to the GTR or to the individual identified by the GTR, who will obtain record accession numbers from HUD's Administrative Service Division.
- Upon receipt of the accession numbers, the Contractor will identify each box by the accession number, the box number and the total number of boxes, e.g. Box 1 of 2.
- The Contractor will ensure that all boxes are in numeric order and, if shipping in quantity, that they are on a pallet.
- The Contractor will notify the GTR that the boxes are ready for shipment to the designated Record Center.

- HUD will reimburse, as a pass-through expense, the Contractor for the actual cost of shipment to the record center exclusive of the Contractor's labor to prepare the files for shipping.

Record Storage Boxes shall be shipped to the following locations:

**Atlanta HOC Records
National Archives and Record Administration
South East Region
1557 St. Joseph Ave
East Point, Georgia 30344-2593**

SECTION E – INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2, Clauses Incorporated by Reference, found in Section I of this contract. The full text of a clause may be accessed electronically at this/these addresses:

Federal Acquisition Regulation (FAR) Clauses and Provisions: <http://www.arnet.gov/far/>

HUD Acquisition Regulation (HUDAR) Clauses and Provisions:

<http://hudweb.hud.gov/po/arc/regs/hudar.cfm>

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or GTR.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2, Clauses Incorporated by Reference, found in Section I of this contract. The full text of a clause may be accessed electronically at the addresses in Section E.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OR WORK	APR 1984

F.2 HUDAR 2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

- (a) This contract shall be effective on (to be determined) or date of award, which ever is later
- (b) The contractor shall complete all work including all deliveries by (to be determined), unless the contract is extended pursuant to either of the option clauses included in Section I of the contract.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the contract.

F.3 AUTHORIZED FEDERAL HOLIDAYS

The U.S. Department of Housing and Urban Development observes the following days as holidays and any other day designated by Federal Law, Executive Order, or Presidential Proclamation:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Any other day designated by Federal Law, Executive Order, or Presidential Proclamation.	

F.4 FAR 52.211-11, LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

If the contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay the Government as fixed agreed, and liquidated damages, for each calendar day of delay the rate specified below:

- (a) Late deposit of funds/wire transfer (per calendar day late) will be calculated using the following formula:

$$\text{Wire Transfer Amount} \times .05^* \times \text{number of calendar days late} / 360 = \$$$

*The percentage rate cited is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (I TFM 6-8000). The website is <http://www.fms.treas.gov/cvfr/index.html>.

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (FEB 2006)**

- (a) Payment Schedule. Payment for all allowable services will be made at the time of property sales closing from the sales proceeds. In cases where such sales proceeds are insufficient to pay the unit price per closing specified on the Price Schedule (s), the Government agrees to pay the contractor the balance.
- (b) Submission of Invoices. The contractor shall submit all invoices to the M&M for approval. The Contractor shall also submit a copy of all invoices to the Contracting Officer. Invoices shall be submitted by the 10th calendar day of the month. The M&M shall submit approved invoices to HUD for payment. The contractor shall prepare, sign and submit a completed Invoice Transmittal (SAMS-1106). The invoice shall be a signed original with two (2) copies. To assist the M&M and the Government in making timely payments, the contractor is requested to clearly indicate on the mailing envelope that an invoice is enclosed.
- (i) To constitute a proper invoice, the invoice shall include all items required by FAR clause 52.232-25 “Prompt Payment,” and the following information and/or attached documentation:
- (1) Contractor’s name, address and telephone number;
 - (2) SAMS accounting number (NAID);
 - (3) Contractor’s invoice date;
 - (4) Contractor’s invoice number (number assigned by its firm for invoice control);
 - (5) Contract number in block two (2) of the SF-33 or SF-26;
 - (6) Geographic area property address, zip code and FHA case number;
 - (7) Detailed statement of services performed and supporting documentation; and
 - (8) Original contractor’s signature.
- (ii) Where there are erasures or alterations on an invoice, evidence is required that the alteration was made with the knowledge of the payee. The payee shall initial each alteration. Where the payee is a partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the official capacity with the partnership or corporation shall be shown. The initials or signature of the payee shall be written in permanent ink. All invoices for payments will be forwarded to SOZA for payment.
- (iii) All payments will be processed through SAMS.
- (c) Contractor Remittance Information. Payment will be made to the contractor’s address as registered in SAMS.

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is Sherrie Richardson or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (i) Causes the contractor to perform work outside the statement of work or specifications of the contract;
 - (ii) Constitutes a change as defined in FAR 52.243-1;
 - (iii) Causes an increase or decrease in the cost of the contract;
 - (iv) Alters the period of performance or delivery dates; or
 - (v) Changes any of the other express terms or conditions of the contract.
- (c) The GTR 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 GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations: None

The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 ADDITIONAL FEES

The prices set forth in the Price Schedule are inclusive of all services and preparation of documents required by any party to the closing, including any loan documents required by any lender. The contractor may not collect from any party, any fees for services or documents required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in the Price Schedule. The contractor shall not add any fee to any customary closing cost paid by HUD or the buyer. The only exceptions to the above are if the purchaser or purchaser's lender demands additional services, such as title examinations and/or insurance outside the contract duties, and such services are performed by the contractor, the contractor must look outside of this contract for payment for those services or documents.

H.2 ALLOWABLE CLOSING EXPENSES

The contractor shall pay only those closing costs as requested on the sales contract and only those closing costs that are authorized by HUD Notice 2003-02 or any replacement notice thereto. These expenses shall be paid at the time of closing by the contractor from HUD's sales proceeds. Closing agents shall maintain documentation of actual expenses for each expenditure in the property case file, e.g., receipts, invoices, cancelled checks. All applicable payments will be reflected on the HUD-1 Settlement Statement. In the event that sales proceeds are insufficient to pay all allowable expenses, the contractor shall advance payment for any excess expenses and request reimbursement from HUD. The contractor will not pay expenses already covered by the unit prices set forth above (e.g. wire transfer) from sales proceeds as closing expenses.

H.3 ABORTED CLOSINGS

Should a sale not close, despite good faith efforts by the Contractor, the Contractor shall be paid 25% of the fixed unit price per closing.

H.4 THIRD PARTY CLOSINGS

Third party closings are identical to a non-third party closing with the exception that the Contractor is not required to prepare the HUD-1.

H.5 PROHIBITIONS

- (a) Title Services. To avoid any potential for, or appearance of, a conflict of interest, the contractor shall ensure purchasers are aware of opportunities to purchase title insurance from multiple firms providing the service (if available in the local area) and that the closing will not be impaired by selecting any of the providers noted.
- (b) Purchases. To ensure there is no potential for, or appearance of, a conflict of interest, the contractor, employees, and any affiliate, are expressly prohibited from purchasing HUD-

owned properties or being a selling broker on such properties while performing under this contract.

- (c) Mark ups. The contractor shall not “mark up” any fees charged to the buyers or HUD from a third party. Only actual and authorized costs of fees may be charged to buyers or HUD.

H.6 REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

In providing any closing services in connection with this contract, the contractor shall not violate the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq.

H.7 CRIMINAL LIABILITY

It is understood that disclosures of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order number 116523 that may come to the contractor or any person under the contractor’s contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H.8 ADDITIONAL RESPONSIBILITIES

The Contractor shall take proper health and safety precautions to protect workers, the public and property of others. The Contractor shall, without additional expense to the Government obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The Contractor shall ensure that these responsibilities apply to all subcontractors.

H.9 NONDISCRIMINATION IN SALES AND RENTALS

Neither the Contractor, nor any individual(s) authorized by the Contractor to act on the Contractor’s behalf, shall decline to sell or rent any property assigned to the Contractor under this contract to a prospective purchaser or tenant because of the prospective purchaser’s or prospective tenant’s race, color, creed, religion, sex, national origin, age, familial status or disability.

H.10 RECORDKEEPING AND EXAMINATION OF RECORDS

The Contractor shall maintain such accounting records as are required by the Government and shall give specific answers to questions upon which information is desired from time to time relative to the performance of the contract. At a minimum, accounting records shall include cash receipts and cash disbursement registers dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account. The Government shall have the right to examine the books and other data of the Contractor regarding the contract, upon reasonable notice, at all times and places during this contract.

H.11 FORMS

The Government forms/formats necessary to accomplish work under this contract will be duplicated at the contractor's expense.

H.12 SAFEGUARDS

Contractor will provide strict safeguards for deeds of conveyance until they are placed on public record after sales closings.

H.13 TITLE EXAMINATION FEES

An attorney, acting as HUD sales closing agent, may not split or divide a title insurance premium in an amount keyed to the amount of the premium, but may charge a fee to the title company for legal services actually rendered for the title examination based on time and difficulty of the service performed.

H.14 CONFLICT OF INTEREST

The Contractor shall not be permitted to directly perform work on any case for which there may be a conflict of interest. A conflict of interest may arise if the Contractor performed work or was involved in the legal work related to the foreclosure action which resulted in HUD's acquisition of a property which may be assigned to the Contractor under this contract for either review of title evidence received by HUD upon its acquisition of the property or an examination of the title beginning with the date of HUD's acquisition. The fact that a conflict of interest may occur does not relieve the contractor from the responsibility of ensuring that the services requested are performed in accordance with the contract requirements; the Contractor shall have an acceptable method in place of identifying potential conflicts of interest and ensuring that the work they are precluded from accomplishing themselves is accomplished as required.

H.15 OTHER EXISTING AGREEMENTS

The Contractor affirmatively states that it does not have any existing agreements, which would obligate another party to pay the Contractor for any of the services that are covered by the HUD closing agent contract, and also the Contractor agrees not to enter into any such contract so long as its contract with HUD is in force.

PART II – CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.1 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 the addresses set forth in Section E.

The following contract clauses are hereby incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.229-3	Federal, State, and Local Taxes	APR 2003

52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes, Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price, Alternate I (APR 1984)	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-25	Limitations of Liability—Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

None required when price analysis clearly demonstrates that the proposed price is reasonable in comparison with current or recent prices for the same or similar items. Adjusted to reflect changes in market conditions, economic conditions, quantities, or terms and conditions under contracts that resulted from adequate price competition.

(End of provision)

I.3 FAR 52.216-18 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 commencement of contractor performance through contract expiration.

(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)

I.4 FAR 52.216-19 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, the 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 order for a single item in excess of 300;

(2) Any order for a combination of items in excess of 300; or

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

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) 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 business 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)

I.5 FAR 52-216-21 REQUIREMENTS (OCT 1995)

a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of Clause)

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the contractor within ten days before contract expiration.

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract anytime during the Period of Performance provided, that the Government shall give the Contractor a preliminary written notice of its intent at least 1 day 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 duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.8 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (FEB 2006)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this

prohibition against the use of government employees includes any work performed by he contractor or any of its employees, subcontractors, or consultants

I.9 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

- (a) The contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:
- (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The contractor's objectivity in performing the contract work may be impaired.
- (b) The contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this 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 Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.
- (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 Government may terminate the contract for default.
- (d) The provisions 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.

I.10 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (FEB 2006)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

I.11 HUDAR 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.]*

NAME AND POSITION	RESPONSIBILITY	PERCENTAGE OF EFFORT	NUMBER OF HOURS

NOTE: See Section C.1, Definitions/Acronyms, for key personnel.

SECTION J – ATTACHMENTS

1. Attachment 1: Homeowner Satisfaction Survey
2. Attachment 2: Real Estate Broker Satisfaction Survey
3. Attachment 3: Sample Contractor-Provided Letter Requesting Past Performance Evaluation
4. Attachment 4: Past Performance Survey
5. Attachment 5: Area Map of Northern Alabama Counties

OMB Approval No. 2535-0116
(Expiration 09/30/2007)



Homeowner Satisfaction Survey

FHA Case No.: _____

Property Address: _____

Real Estate Company Name: _____ Agent's Name: _____

Date Closed: _____ Contract number: _____

<p>1. Please indicate one of the following: (First-time Homebuyer, Owner Occupant, Investor, Nonprofit Agency, Officer/Teacher Next Door, Governmental Agency)</p>	
<p>2. How did you learn about a HUD home? (Referral, Website, Sign, Agent, Other)</p>	

<p>3. Did your real estate agent explain:</p> <ul style="list-style-type: none"> • The bidding process and the required forms for the transaction? • The earnest money deposit and forfeiture policy? • The closing process (including the timeline and associated costs)? • The different types of financing that were available? • The process to obtain a home inspection? 	

4. Did your real estate agent accompany you each time you visited the property?	_____
5. If you contacted the Management & Marketing Company, was your inquiry responded to within 24 hours?	_____
6. Please rate how helpful and informative your real estate agent was throughout your buying process.	_____
7. Was the Management and Marketing Company helpful and courteous if you had to contact them?	_____
8. Condition of the property at the times you visited.	_____
9. Your overall satisfaction on your closing agents' level of customer service.	_____
10. Your overall satisfaction with the way the closing agent explained all relative closing documents to you prior to your signature.	_____
11. Considering all events, how would you rate your overall experience in purchasing a HUD home?	_____

Comments:

THANK YOU FOR PARTICIPATING IN OUR SURVEY!

***U. S. Department of Housing and Urban Development
Offices of Housing
Federal Housing Commissioner***

Public reporting Burden for this collection of information is estimated to average 15 minutes to complete, which includes the time for completing and reviewing the collection of information. The information collection is prepared by participating Homeowners. This information is required to obtain benefits and it is voluntary. You are not required to complete this form, unless it displays a currently valid OMB control number. The current valid OMB number is 2535-0116.

OMB Approval No. 2535-0116
(Expiration 09/30/2007)



Real Estate Broker Satisfaction Survey

Broker Name: _____ Agent Name: _____
 Broker Name and Address Identifier (NAID): _____ Contract number: _____
 Business Phone: _____ E-mail Address: _____
 Property Address: _____
 Date Closed: _____ FHA Case No.: _____

QUESTIONS TO BE ANSWERED BY THE BROKER	
1. Was the Management & Marketing (M&M) contractor's website informative, and did it contain the necessary information to assist your buyer in submitting an offer to purchase a HUD home?	___
2. If you had any post closing issues or concerns, did the M&M contractor provide the necessary information to you, and/or work with you to resolve them?	___
3. If you had any post closing issues or concerns, did the Closing Agent provide the necessary information to you, and/or work with you to resolve them?	___
4. Were you satisfied with the outreach, educational opportunities and training materials available to you from Management & Marketing?	___
5. Was the information sufficient enough to enable you to properly represent your buyer?	___

6. Property accessibility.	—
7. Condition of the property at the times you visited it.	—
8. Level of satisfaction with the helpfulness and courtesy of the Management & Marketing staff.	—
9. Your communication with the Management & Marketing staff- promptness and accuracy of information.	—
10. The overall cooperation of the Management & Marketing contractor. The level of helpfulness in assisting you with the preparation of the HUD Sales Contract and Addendums.	—
11. The level of satisfaction in working with HUD's Closing Agent.	—
12. Level of satisfaction with the overall cooperation of the Closing Agent in assisting you to facilitate the closing.	—
13. Considering all events, how would you rate your overall experience in selling a HUD home?	—

Comments:

THANK YOU FOR PARTICIPATING IN OUR SURVEY!

*U. S. Department of Housing and Urban Development
 Offices of Housing
 Federal Housing Commissioner*

This survey is intended solely to determine the quality of service provided in HUD's property disposition program. Your participation in this survey is completely voluntary and your responses will be kept strictly confidential, under the Privacy Act. These questions have been approved by the United States Office of Management and Budget.

Public reporting Burden for this collection of information is estimated to average 5 minutes to complete, which includes the time for completing and reviewing the collection of information. The information collection is provided by participating Brokers. This survey is completely voluntary. HUD may not solicit the information on this form unless it displays a currently valid OMB control number. The OMB control number is 2535-0116.

**SAMPLE CONTRACTOR-PROVIDED LETTER REQUESTING PAST
PEFROMANCE EVALUATION**

Date

(Addressee's address)

SUBJECT: Past Performance of XYZ Corporation on Contract X-XXX-12345, for XXX services

Dear Ms. or Mr.:

XYZ Corporation recently completed contract X-XXX-12345, in which we provided XXX services for your company/firm/department. The requirements of this contract were similar to the requirements of a solicitation for which XYZ Corporation has submitted a proposal.

As part of the proposal evaluation, I ask that you evaluate our performance of contract X-XXX-12345 by completing the enclosed *Past Performance Evaluation Survey* and faxing it within five days of receipt to the U.S. Department of Housing and Urban Development, Attention: Margaret Hill, Contract Specialist, fax (404) 730-3426. The completed form will be marked and treated as "Source Selection Information" in accordance with Federal Acquisition Regulation 3.104, Procurement Integrity, and it will not be released except to Government personnel needing the information for source selection purposes and to XYZ Corporation for comments during source selection.

Your cooperation in this matter is greatly appreciated.

Respectfully,

Bob Jones
President
XYZ Corporation

ATTACHMENT 4

PAST PERFORMANCE EVALUATION SURVEY				
PLEASE FAX WITHIN 5 DAYS OF RECEIPT TO: US DEPT OF HUD ATTN: Conrad Howard RE: RFP R-ATL- 01908 FAX: (404) 730-3426	FROM: (Offeror shall insert name, title, and address of reference)	DATE SURVEY COMPLETED:		
1. NAME AND ADDRESS OF OFFEROR (TO BE COMPLETED BY OFFEROR):				
2. CONTRACT NUMBER OR IDENTIFIER	TYPE OF CONTRACT*	AWARD DATE	COMPLETION DATE	VALUE
_____ \$ _____ <small>*INCLUDE ALL THAT APPLY: FIRM-FIXED PRICE (FFP); FIXED-PRICE, ECONOMIC PRICE ADJUSTMENT (FP-EPA); COST-PLUS-FIXED-FEE (CPFF), COMPLETION OR TERM; COST-PLUS-INCENTIVE-FEE (CPIF); COST-PLUS-AWARD -FEE (CPAF) ; COST; COST-SHARING; INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ); BASIC ORDERING AGREEMENT (BOA); FEDERAL SUPPLY SCHEDULE; REQUIREMENTS; LABOR HOUR; TIME AND MATERIALS (T&M); OTHER</small>				
3. DESCRIPTION(S) OF PRODUCTS OR SERVICES PROVIDED:				
4. USING THE ATTACHED PERFORMANCE RATING GUIDELINES CHART, PLEASE RATE THE COMPANY LISTED IN 1 ABOVE ON THE CONTRACTS/PROJECTS LISTED IN 2 ABOVE. PROVIDE COMMENTS FOR RATINGS OF EXCELLENT, POOR, OR UNSATISFACTORY				
4a. QUALITY OF PRODUCTS AND SERVICES <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> UNSATISFACTORY <hr/> Comments:				
4b. TIMELINESS OF PERFORMANCE: <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> UNSATISFACTORY <hr/> Comments:				
4c. COST CONTROL <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> UNSATISFACTORY <hr/> Comments:				

ATTACHMENT 4

4d. BUSINESS RELATIONS:

EXCELLENT GOOD FAIR POOR UNSATISFACTORY

Comments:

5. WAS/S THE FIRM COMMITTED TO CUSTOMER SATISFACTION?

YES NO

Comments:

6. WOULD YOU SELECT THIS FIRM AGAIN AND WHY? PLEASE INCLUDE COMMENTS REGARDING ANY SPECIFIC KEY PERSONNEL ON YOUR CONTRACT(S) THAT ARE RELEVANT. ATTACH ADDITIONAL SHEET IF NECESSARY.

7a. PRINTED/TYPED NAME AND SIGNATURE OF PREPARER OF SURVEY RESPONSE:

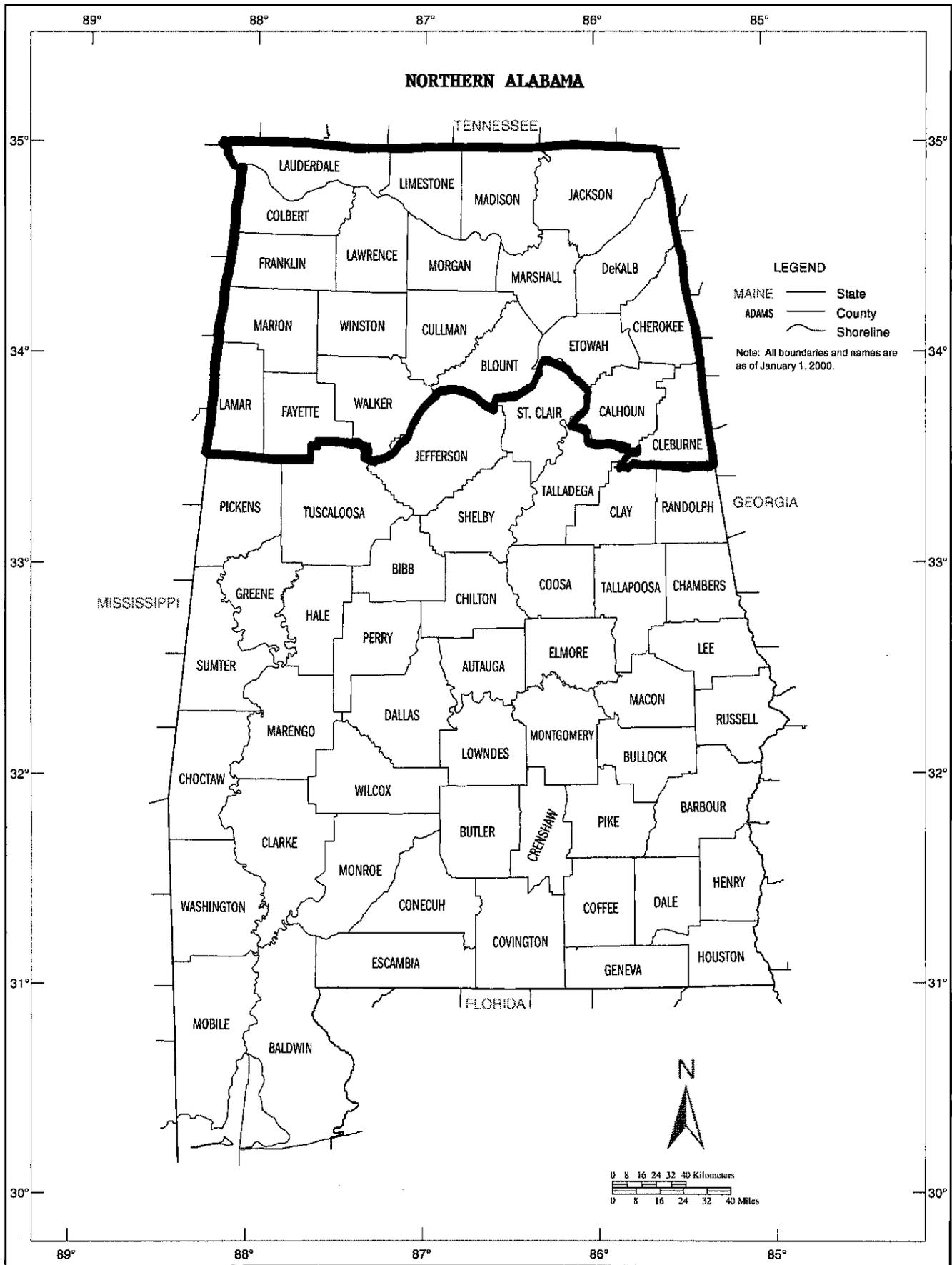
7b. TELEPHONE NUMBER:

ATTACHMENT 4

<p align="center">PERFORMANCE RATING GUIDELINES</p> <p align="center">IF A FACTOR IS NOT APPLICABLE (FOR EXAMPLE, COST CONTROL ON A FIXED-PRICE CONTRACT), THEN MARK THAT FACTOR AS N/A IN THE COMMENTS ON THE RATING SHEET.</p>				
<p align="center">MEASUREMENT CATEGORIES AND APPROPRIATE CRITERIA</p>	<p align="center">QUALITY OF PRODUCTS AND SERVICES</p> <ul style="list-style-type: none"> -Compliance with contract requirements -Accurate reporting -Use of appropriate personnel -Technical excellence 	<p align="center">TIMELINESS OF PERFORMANCE</p> <ul style="list-style-type: none"> -Performance milestones & delivery schedules reliably met -Responsive to technical direction -Timely completion, including wrap-up & contract admin. -No liquidated damages 	<p align="center">COST CONTROL</p> <ul style="list-style-type: none"> -Performance within budget/targeted costs -Current, accurate and complete billings -Actual costs in line with negotiated costs -Cost efficient -No change orders due to poor cost control 	<p align="center">BUSINESS RELATIONS</p> <ul style="list-style-type: none"> -Effective management -Businesslike communications -Prompt notification of problems -Reasonable, cooperative, flexible, pro-active -Effective small/small disadvantaged business subcontracting
EXCELLENT	There were no quality problems.	There were no delays.	There were no cost issues	Responses to inquiries and technical/service issues were consistently effective and responsive.
GOOD	Nonconformances had no effect on achievement of contract requirements.	Delays had no effect on achievement of contract requirements.	Cost issues had no effect on achievement of contract requirements.	Responses to inquiries and technical/service issues was usually effective and responsive.
FAIR	Nonconformances required minor resources to ensure achievement of contract requirements.	Delays required minor resources to ensure achievement of contract requirements.	Cost issues required minor resources to ensure achievement of contract requirements.	Responses to inquiries and technical/service issues were occasionally effective and responsive.
POOR	Nonconformances required significant resources to ensure achievement of contract requirements.	Delays required significant resources to ensure achievement of contract requirements.	Cost issues required significant resources to ensure achievement of contract requirements.	Responses to inquiries and technical/service issues were marginally effective and responsive.
UNSATISFACTORY	Nonconformances compromised achievement of contract requirements.	Delays compromised compliance with contract requirements.	Cost issues compromised achievement of contract performance requirements.	Responses to inquiries and technical/service issues were consistently ineffective and unresponsive.

ATTACHMENT 5

ALABAMA - Counties



PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K – REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS****K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541191**.
- (2) The small business size standard is **\$6.5 million**.
- (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 certifications 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
_____	_____	_____	_____

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.

NOTE: FAR Clause 52.204-7, Central Contractor Registration (APR 2008), is incorporated by reference in this solicitation in Section I. Therefore, all offerors must complete the on-line ORCA

registration process to compete for the opportunities covered by this solicitation as required by paragraph (b) of the above certification.

K.2 CENTRAL CONTRACTOR REGISTRATION

As stated in FAR Subpart 4-11, it is mandatory that any contractor wishing to do business with the Government have registered in the Central Contractor Registration data base found at the following website: www.ccr.gov

Submission of an offer in response to this solicitation will serve as certification that the firm in whose name the offer is submitted is registered in CCR at the address shown in the offer.

K.3 SIGNATURE BLOCK

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.2001-1(c), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986(31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name/Title

Date

SECTION L – INSTRS., CONDS., AND NOTICES TO OFFERORS**L.1 FAR 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 the addresses in Section E.

The following solicitation provisions pertinent to this section are hereby incorporated by reference:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-01	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.204-6 DATE UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) 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 number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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).

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed unit price Requirements contract for the geographic area listed in this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand delivery Address:

U.S. Department of Housing and Urban Development
Atlanta Operations Branch, Southern Field Contracting Operations, 4NSFA
40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303
Attention: Sharon Washington

Mailing Address:

U.S. Department of Housing and Urban Development
Atlanta Operations Branch, Southern Field Contracting Operations, 4NSFA
40 Marietta Street, NW, 14th Floor
Attention: Sharon Washington

- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.5 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is: If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the closing services shall be considered a conflict of interest, and the contractor shall not perform the services. The contractor shall notify the GTR no later than one day after discovery of the conflict. However, the contractor shall remain responsible for having such work performed.
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
- (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

- (d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.
- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.6 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

- (a) Proposals shall be submitted in two physically separate parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be enclosed in sealed packaging and addressed to the office(s) specified in the solicitation. The offeror's name and address and the date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package(s).

RFP NUMBER: R-ATL-01908

ATTN: Conrad Howard, Contract Specialist

MAILROOM: DO NOT OPEN

MAIL to:

U. S. Department of Housing and Urban Development
Atlanta Operations Branch, Southern Field Contracting Operations, NSF
40 Marietta Street, 14th Floor
Atlanta, GA 30303

Or hand deliver to:

U. S. Department of Housing and Urban Development
Atlanta Operations Branch, Southern Field Contracting Operations, NSF
40 Marietta Street, 14th Floor
Atlanta, GA 30303

- (b) (1) Proposals shall be submitted in original and three (3) copies. The proposals shall be accompanied by a cover letter providing the following information:
 - (i) The RFP number of the submitted proposal.
 - (ii) The name and address, telephone and fax numbers of the firm submitting the proposal.
 - (iii) The name, title, telephone and fax numbers, and email address of the person(s) preparing the proposal.
 - (iv) The name, title, telephone and fax numbers, and email address of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.

- (2) Part I shall be divided according to the stated evaluation factors. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc.
 - (3) In the event the technical proposal exceeds fifty pages (See Section L. 7, Limitation on Size of Technical Proposal), **only the first fifty pages of the proposal will be evaluated.** Résumés and other documents as specified in paragraph L.7 may be included as part of the technical proposal or as an attachment to the technical proposal.
 - (4) Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation's requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular solicitation with specific statements relevant to the PWS. The Government considers all unsubstantiated statements such as "The offeror understands and will perform in accordance with the PWS" as being technically unacceptable.
 - (5) **A facsimile proposal will not be accepted under this solicitation.**
- (c) **Part I – Technical and Management Proposal** – As the award will be made using the Best Value source selection process, a separate technical and management proposal must be submitted. The proposal shall clearly and sufficiently address the factors listed below.
- (1) PRIOR EXPERIENCE
 - (2) PAST PERFORMANCE
 - (3) TECHNICAL QUALIFICATIONS AND MANAGEMENT CAPABILITY
- See paragraph M.3 for a description of the information to be included in the proposal with respect to these factors. Also, as stated in paragraph M.3, the proposal must provide the information in the exact order indicated by the Technical Evaluation Factors and sub-factors there under. If an offeror deviates from this order and addresses part of one factor or sub-factor as part of the response to another factor or sub-factor, the information presented in the incorrect order will not be evaluated.
- (d) **Part II – Business Proposal – The offer shall –**
- (1) Complete an original SF-33, Solicitation, Offer, and Award, specifically Blocks 12 through 18, and place the DUNS number on the cover of the SF-33. In addition, include acknowledgement of any amendments issued, if any, in this section;
 - (2) Complete Section B, Supplies or Services and Price/Costs, Price, and include with the business proposal.
 - (3) Complete HUDAR 2452.237-70, KEY PERSONNEL in Section I.9, Contract Clauses, and include it with the business proposal.
 - (4) Complete the Representations and Certifications provided in Section K of this solicitation and include them in the business proposal, and
 - (5) FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (OCT 1997) Alternative IV (Oct 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

INFORMATION OTHER THAN COST OR PRICING DATA for CLIN 001 included as Attachment 1 to Section L of the solicitation.

This information is required in order to perform a cost realism analysis, which may also be used in evaluating the contractor's understanding of the government's requirements. Supporting cost information that clearly illustrates the cost elements used by the offeror to develop its price for CLIN 001 (i.e., direct labor, indirect labor, general and administrative expenses, overhead, profit, etc.) must be provided to enable the government to determine that the offeror has a complete understanding of the requirements to be performed under this contract.

L.7 AS CLAUSE 2102 LIMITATION ON SIZE OF TECHNICAL PROPOSAL

- (a) Offeror shall limit Part 1, Technical and Management Proposal, of their initial offers to 50 pages, except for the information specifically exempted below in paragraph (c). Offerors are cautioned that if Part I of their offers exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit **will not** be evaluated.
- (b) A page is considered to be one side of a single sheet of "8½ x 11" paper, single spaced, using not smaller than font size 12, and having margins at the top, bottom and sides of the page of no less than one inch in width. Proposals that exceed the limitations prescribed in the preceding sentence will be rejected and not evaluated.
- (c) The following information is exempt from the limitation set forth in paragraph (a) above: Resumes, copies of state requirements regarding the necessary licenses and permits to conduct sales closings in the state of Alabama, copies of the offeror's license and permit showing that it has met these requirements, copies of the offeror's errors and omissions or professional liability insurance, and copies of evaluation requests or evaluation surveys sent to references.
- (d) Offeror is encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

L.8 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS

(FEB 2006)

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Ms. Annette Hancock, 451 Seventh Street, SW, Room 5280, Washington, DC 20410, not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").
- (b) The Head of the Contracting Agency (HCA) shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.9 MULTIPLE AWARDS

HUD intends to award one contract as defined in Section B, but reserves the right to make multiple awards.

L.10 HISTORICAL INFORMATION

This section includes historical data for each geographic area. The offeror is cautioned that HUD does not warrant the information as being complete and accurate. The HUD inventory is subject to many variables and HUD makes no assertions that the estimates provided in Section B.4, Price Schedule, will remain accurate throughout the life of the contract.

The number of closings for the 12 month period from 5/27/07 through 5/28/08 was 352; an average of 29 per month.

L.11 CENTRAL CONTRACTOR REGISTRATION (CCR)

Effective January 1, 2004, the Government requires all small businesses doing business with the Government to be registered at the Central Contractor Registration (CCR) site. Please register at the CCR website: www.ccr.gov. A Dun & Bradstreet (DUNS) number will be required to complete your registration. If you do not have a DUNS number, please call 1-866-705-5711 to obtain a number.

L.12 ONLINE REPRESENTATION AND CERTIFICATIONS APPLICATION (ORCA)

Effective January 1, 2005, the Government requires that prospective contractors submit Annual Representations and Certifications via the ORCA website (<http://orca.bpn.gov>) in conjunction with the required registration in the Central Contractor Registration (CCR) database discussed in L.11 above. Offerors **must complete the required representations and certifications** in the ORCA on line system in order to be considered for award. See FAR 52.204-8.

L.13 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

- (a) The North American Industry Classification System (NAICS) code for this acquisition is **541191**.
- (b) The small business size standard is **\$6.5 million**.

L.14 QUESTIONS

Written questions regarding this solicitation are welcome and HUD will use its best efforts to provide timely information in response thereto. Questions will be received (accepted) through August 15, 2008. Questions will be accepted via E-mail only to Conrad Howard or Margaret Hill at conrad.howard@hud.gov or margaret.b.hill@hud.gov. Answers will be posted at the HUD website: <http://www.hud.gov/offices/cpo/contract.cfm>

ATTACHMENT 1 – INFORMATION OTHER THAN COST AND PRICING DATA

Preparer Name:		Signature and Date:		
RFP Number:		Geographic Area:		
DESCRIPTION OF COST ELEMENTS (a)	BASE (b)	RATE (c)	SUBTOTALS (d)	TOTALS (e)
1. DIRECT LABOR - CATEGORIES	Estimated Number of Hours	Hourly Rate (\$)		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL DIRECT LABOR				1. \$
2. LABOR OVERHEAD AND FRINGE BENEFITS		Estimated %		
FRINGE BENEFITS			\$	
OVERHEAD			\$	
TOTAL LABOR OVERHEAD				2. \$
3. TRAVEL				3. \$
4. SUBCONTRACTS - TYPE/PURPOSE	No. of Hours/Days	Hourly/Daily Rate		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL SUBCONTRACT COSTS				4. \$
5. OTHER DIRECT COSTS - CATEGORIES				
			\$	
			\$	
			\$	
			\$	
TOTAL OTHER DIRECT COSTS				5. \$
6. CONSULTANTS				6. \$
7. TOTAL DIRECT COSTS AND OVERHEAD				7. \$
8. GENERAL AND ADMINISTRATIVE EXPENSE (G&A)		Percent		8. \$
9. TOTAL COSTS				9. \$
10. PROFIT		Percent		10. \$
11. TOTAL ESTIMATED COST AND PROFIT				11. \$
12. UNIT PRICE (Block 11 divided by the estimated quantity)				12. \$

ATTACHMENT 1 – continued

INFORMATION OTHER THAN COST AND PRICING DATA – INSTRUCTIONS

Complete this worksheet to estimate the total annual costs for performing the contract for the base period of the contract, based upon the estimated quantity in the solicitation. If the option period prices substantially differ from the base period (more than normal inflation allowance e.g. startup costs in the base period), then additional sheets shall be submitted for each option period.

ITEM 1: Direct Labor

Enter labor by category and skill level in column (a). If more than one person is proposed in a category, enter the number of persons in parentheses. Enter the estimated total number of hours for all personnel in the category in which the labor will be required (if 2080 hours per year is the basis for one staff year, then the above example for 5 full time appraisers would be $2080 \times 5 = 10,400$ hours) in column (b). Enter the estimated hourly rate for each labor category in column (c). Multiply the amount in column (b) by the amount in column (c), and enter the product in column (d). Add the amounts in column (d) and enter that total in the row labeled TOTAL DIRECT LABOR.

ITEM 2: Labor Overhead and Fringe Benefits

Enter the estimated rates (percentages) for fringe benefits and labor overhead in the blanks in column (c). Multiply these percentages by the amount for TOTAL DIRECT LABOR in 1(e) above and enter the results in column (d). Add the two totals and enter the sum in column (e) of the row labeled TOTAL LABOR OVERHEAD.

ITEM 3: Travel

Enter the total estimate in column (e).

ITEM 4: Subcontracts

For each type of subcontract, enter the estimated number of hours/days in column(b). Enter the hourly/daily rate in column (c). Multiply each rate by the number of hours/days and enter the result in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL SUBCONTRACT COSTS.

ITEM 5: Other Direct Costs

Enter each type of cost to be directly incurred and attributable solely to this contract in column (a) and its corresponding total cost in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL OTHER DIRECT COSTS.

ITEM 6: Consultants

Enter the sum of the total amounts for all consultants in column (e)

ITEM 7: Total Direct Cost and Overhead

Add the totals in column (e), items 1 through 6 and enter the sum.

ITEM 8: General and Administrative (G&A)

Enter the estimated G&A (sometimes referred to as company overhead) rate in column (c) and multiply it by the amount in 7(e) above. Enter the result in column (e).

ITEM 9: Total Estimated Costs

Add the amounts in 7(e) and 8(e) enter the sum in column (e).

ITEM 10: Fee or Profit

Enter the amount calculated or estimated for the fixed fee or profit.

ITEM 11: Total Estimated Cost and Fee/Profit

Add the amounts in 9(e) and 10(e). Enter the sum in column (e). This is the grand total of the Contractor Cost Estimate for the base period of performance based upon the estimated quantity in the solicitation.

ITEM 12: Unit Price

Divide the amount in 11(e) by the estimated quantity for the area proposed. Round to the nearest dollar

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION PROCEDURES

(a) HUD has determined to use the Conventional Source Selection method, which is the Best Value Tradeoff analysis process as described at FAR 15.101-1. HUD anticipates awarding contracts without entering into discussions with offerors; however, HUD reserves the right to engage in discussions if warranted (FAR 52.215-1). In accordance with FAR 15.306(b), HUD may have communications with offerors before establishing a competitive range of offerors with whom to enter into discussions.

(b) Proposals received in response to this RFP will be evaluated using a Best Value Tradeoff process that will entail a qualitative evaluation of proposals using the Technical Evaluation Factors shown in M.3 below. The final selection will be made using the qualitative factors and price as the tradeoff factors for only offers ultimately determined to be technically acceptable for all factors evaluated. Any offers rated overall as unacceptable (including unacceptable but capable of being made acceptable) on either or both of the Technical Evaluation Factors shall not be eligible for award.

(c) After completion of technical evaluations, if the Contracting Officer (CO) determines to award without conducting discussions (see paragraph M.1(a)), then offerors rated technically acceptable will be eligible for award. If the CO determines discussions are necessary, then based upon the ratings of each proposal against all the evaluation criteria, the CO will establish a competitive range comprised of the **most highly rated** proposals for which an efficient competition can be conducted.

(d) After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations/clarifications). After exchanges are completed, each offeror in the competitive range will be requested to submit a Final Proposal Revision (FPR). Upon submission and evaluation of the FPRs, a selection decision will be made and award made.

(e) Regardless of whether or not exchanges take place, the final selection decision will be the result of a tradeoff analysis of the technical factors and price.

M.2 AS CLAUSE 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (NOV 2002)

For the purposes of evaluation of offers and contractor selection under this solicitation, the combined relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered significantly more important than the cost or price. While the proposed cost or price will not be assigned a numerical weight, it shall be considered a significant criterion in the overall evaluation of proposals.

M.3 TECHNICAL EVALUATION FACTORS

Offerors should carefully review the Technical Evaluation Factors. In submitting a response to the Technical Evaluation Factors, the offerors shall provide full, clear and complete responses, carefully checking the instructions given in Section L of this RFP. The proposal must provide the information in the exact order indicated by the Technical Evaluation Factors. If an offeror deviates from this order and addresses part of one factor as part of the response to another factor, the information presented in the incorrect location will not be evaluated.

The Technical Evaluation Factors are considered of equal importance.

FACTOR 1: Prior Experience

The offeror shall provide documentation of closing agent prior experience for a minimum of a 3-year period prior to submission of the proposal, of the same or similar services relevant to the solicitation requirements, sufficient to ascertain the offeror would be able to perform the contract requirements with a high level of quality.

The offeror shall identify all contracts, either ongoing or completed within the last three years, which demonstrate performance relevant to the solicitation requirements. If more than five contracts are relevant, then the offeror shall provide only the five most recent contracts. If the offeror has multiple segments (such as divisions, groups, units, etc.), or is affiliated in any way with other contractors, the offeror shall provide the most recent contracts performed by the segment that will perform the proposed contract before claiming credit for work performed as part of another segment/affiliate. Contracts for state and local governments, private sector clients, and subcontracts that are similar to the solicitation requirements will be evaluated equally with similar federal contracts. The offeror shall submit information on key personnel, major subcontractors, similar work performed as part of a team or joint venture, or similar work performed as part of a predecessor organization. The offeror is encouraged to discuss any negative performance issues that occurred during performance of the identified contracts and any corrective actions taken.

For each identified Federal contract, the offeror must specify the predominant product or service provided under the contract, the contract value, the contract award date, the contract completion date, and the name and title, address, telephone number, fax number, and email address (if available) of a person familiar with the offeror's performance. For each identified non-Federal contract, the offeror must identify the predominant product or service provided under the contract, the contract value, award and completion dates, and the names, titles, addresses, telephone numbers, fax numbers, and email addresses (if available) of at least two people familiar with the offeror's performance. If the offeror has provided services but was not under a formal contract arrangement, the offeror shall provide the same information above for its five largest clients for whom the offeror worked at an arms-length relationship (i.e. not affiliated through ownership, employees, etc).

FACTOR 2: Past Performance

The offeror shall provide documentation of closing agent past experience for a minimum of a 3-year period prior to submission of the proposal, of the same or similar services relevant to the solicitation requirements, sufficient to ascertain the offeror would be able to perform the contract requirements with a high level of quality.

REFERENCES TO SUPPORT PAST PERFORMANCE:

The offeror must prepare and sign a letter to each of these references using the format in Section J, Attachment 3, in this solicitation, prepare a "Past Performance Evaluation Survey" form (see Section J, Attachment 4 to this solicitation) for each reference to complete (the offeror is to complete the "From" block and blocks 1, 2, and 3 of each evaluation survey form), and attach the evaluation survey form to the letter. The offeror shall provide all the letters and evaluation survey forms to the intended recipients and attach a copy of the letters with the proposal as an appendix to the Technical Proposal.

The letters shall clearly state that the recipient should provide a reply to the Contracting Officer by fax to

(404) 730-3426 or by email to margaret.b.hill@hud.gov as soon as possible, as responses received more than four (4) business days after the proposal closing date may be considered untimely and might not be evaluated.

NOTE: Copies of evaluation requests or evaluation surveys sent to references do not count as “pages.” See paragraph L.7.

The offeror is not to include completed references as part of its proposal, but ensure that the references follow the instructions provided in Attachment 3 to Section J.

When evaluating the offeror’s past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources.

If the Contracting Officer obtains a “poor” or “unsatisfactory” rating from a reference, or negative past performance information from any other source on which the offeror has not had a previous opportunity to comment, and the past performance factor is the determining factor preventing the offeror from being eligible for an award, the offeror will be afforded the opportunity to comment on the negative information. This communication is not considered to be discussions, but, rather, is considered to be a permitted limited exchange of information.

If the offeror is a new entity and none of its key personnel and major subcontractors has ever performed work for others that is similar to the requirements in this solicitation, the offeror will not be evaluated favorably or unfavorably on past performance.

FACTOR 3: Technical Qualifications and Management Capability

At a minimum, the offeror shall provide adequate information to demonstrate the ability to perform and manage the work to be performed for each geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:

(a) A detailed work flow chart reflecting the process/steps the assigned cases would follow, with necessary accompanying narrative, which will clearly reflect the offeror’s strategy for 1) timely completion of case assignments, 2) how work deadlines will be met, 3) that table funding of closings will occur or, if prohibited by state law, how funding of closings will be completed, and 4) how the geographic areas will be serviced (including names of staff in key assignments).

(b) A detailed staffing plan that shows how many staff will work on the HUD contract and in what location, demonstrates the availability of this staff, and establishes how the offeror will (1) perform the HUD work in competition with other work the offeror performs, (2) perform the estimated and, if needed, maximum quantities and adjust staffing and workload as needed to ensure capacity when the level of case assignments fluctuate, and (3) train staff initially and on a continuing basis.

(c) A clear plan for general oversight of the contract and quality control (QC). An acceptable oversight and QC plan will, at a minimum, identify the methods/processes the offeror will use to oversee contract performance to clearly ensure quality and timely performance and to prevent, detect, and correct any deficiencies in contract performance with little or no need for

Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud, waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

(d) A description of the specific effort to be contributed by key personnel under the contract, including the person's role, specific qualifications for the task assigned, and the percentage of each individual's time utilized under this effort. The description (not a resume) shall clearly identify each person involved in the performance of the contract, the role they play, and whether or not the individual is an employee or subcontractor. Key personnel shall include the contract manager and an alternate, the person overseeing quality control, the person overseeing the HUD account and management of funds received from buyers, and any person physically performing a closing.

(e) A description of where the geographic area office will be and how it will be equipped. If the office to be used is not already furnished and established, the proposal shall identify the offeror's planned office location, include a letter from the prospective lessor describing the facility (e.g. square feet, parking, etc.) and any contingency arrangement made for use of the space, and provide information that addresses its experience, financial resources and general ability to establish an office quickly. The office shall be reasonably located to provide service to HUD's clients in the geographical area(s) to be served, and to efficiently perform all contractual requirements.

(f) A description of what state law requires in the way of licenses and permits for an offeror to conduct sales closings, copies of the state law, and a discussion of how the offeror meets these requirements, including furnishing a copy of the offeror's license and permit that satisfy these requirements. If the offeror is not yet licensed in the state, the offeror must include information sufficient to show that it can obtain the necessary licenses and permits by contract start. The offeror must have errors and omissions and or professional liability insurance and shall provide a copy of its policy as part of its proposal.

NOTE: Licensing constitutes a definitive responsibility criterion as described in FAR 9.104-2. Any proposal that does not submit clear and unambiguous proof that the offeror knows and understands the legal requirements in Alabama for an entity to conduct real estate closings under the laws of that state, does not include copies of the state law, and does not submit conclusive evidence that it already meets these requirements or will meet these by contract start, will be rejected as technically unacceptable.

M.4 EVALUATION OF PRICING

(a) The evaluated price for the solicitation will be established by multiplying the unit prices submitted by the estimated quantity for each of the stated performance periods. The estimated cost for each period will then be added to determine the total evaluated contract price before adjustment.

(b) While cost will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Proposed costs will be evaluated to determine whether they are necessary and reasonable

for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the offeror's proposal.

(c) All Technical Evaluation Factors are, when combined, significantly more important than cost.

(d) Should two or more proposals be evaluated as equal or equivalent to another in technical merit, price will be the determining factor for award.

M.5 FAR 52.217-05, EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).