



-U.S. Department of Housing and Urban Development
Chicago Contracting Operations Branch
77 West Jackson Boulevard, Room 2517
Chicago, Illinois 60604-3507
<http://www.hud.gov/offices/cpo/contract.cfm>

July 29, 2008

Office of the Chief Procurement Officer

**Request for Proposal (RFP) Solicitation Number R-CHI-00954
Evaluation of Office University Partnership (OUP) Programs
Closing Date: Thursday, August 28, 2008
Closing Time: 3:00PM Local Time**

Dear Prospective Offeror:

This is a request for proposal for evaluation of Office University Partnership Programs. As a result of this solicitation, the Government intends to award a contract to the single offeror whose proposal is determined to represent the best value to the Government. This is a competitive negotiated acquisition in accordance with Federal Acquisition Regulation (FAR) Part 15. All offerors are eligible to submit proposals. The North American Industry Classification System code is 541990, Professional, Scientific and Technical Services, and the size standard is \$6.5 million.

The solicitation is organized in accordance with the Uniform Contract Format of the FAR. Parts I – III identify the proposed contract to be awarded as a result of this solicitation. Part IV identifies proposal content and evaluation information. In reviewing the solicitation, please note that:

1. Part I, Section C states the contract work requirements.
2. Part IV, Section L states proposal instructions and conditions. The requirements for proposal preparation and submission should be fully and carefully followed.
3. Part IV, Section M states the criteria that will be used to evaluate proposals.
4. The closing time and date for submission of proposals is stated in Block 9 of Standard Form 33. Late proposal rules are stated in Provision L.1, FAR 52.215-1, Instructions to Offerors-Competitive Acquisitions.
5. The place designation for submission of proposal as stated in Block 9 of Standard Form 33 is:

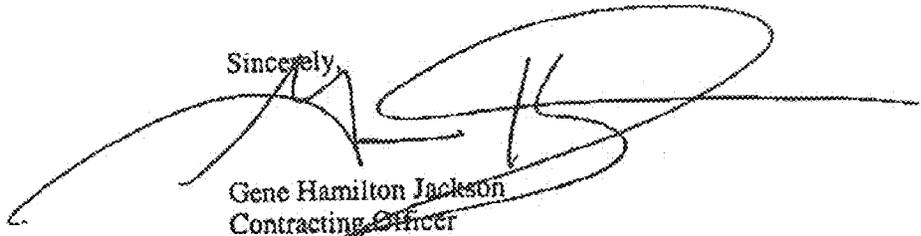
U.S. Department of Housing and Urban Development
Attn: Preston Brown, Contract Specialist
Contracting Operations Branch
77 West Jackson Boulevard, Room 2517
Chicago, IL 60604-3507

The Central Contractor Registration (CCR) and On-line Representation and Certifications Application (ORCA) are new Federal Acquisition Regulations (FAR) requirements and are referenced in Section K-1. Offerors are required to electronically register and input data into these two sites On-line. The CCR site is <http://CCR.gov> and the ORCA site is <http://ORCA.BPN.gov/>. The CCR database is the primary Government repository for

contractor information required for conducting business with the Government. Prospective contractors shall complete electronic annual representations and certifications in the ORCA database.

Thank you for your participation in Government contracting activities. Should you have questions, please contact Preston Brown, Contract Specialist at 312-886-2760, Extension 2508 or Preston.Brown@hud.gov.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'G. H. Jackson', is written over the typed name and title.

Gene Hamilton Jackson
Contracting Officer

Enclosures

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	PAGE 1	OF	PAGES 83
2. CONTRACT NO.	3. SOLICITATION NO. R-CHI-00954	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO R-2008-R-00094			
7. ISSUED BY: CODE			8. ADDRESS OFFER TO (If other than Item 7)				
U.S. Dept. of Housing and Urban Development Contracting Operations Branch 77 West Jackson Boulevard, Room 2517 Chicago, IL 60604-3507							

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

9. Sealed offers in **original** and 4 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 Room 2517 at 77 West Jackson Boulevard, Chicago, IL until 3:00 PM local time 8/28/2008
(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 Preston Browni	B. TELEPHONE NO. (NO COLLECT CALLS) 312-886-2760, ext. 2508	C. E-MAIL ADDRESS Preston.Brown@hud.gov
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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 150 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for 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. SIGN	NAME AND TITLE OF PERSON AUTHORIZED TO 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	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 (Signature of Contracting Officer)		28 AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

**SECTION B
PART I – THE SCHEDULE**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 COMBINATION CONTRACT TPYE

The contract type is a combination containing: Firm Fixed Price, Cost Plus Fee, and Time and Materials and Labor Hour contract clauses and provisions. The contract clauses shall apply as appropriate to firm fixed price, cost reimbursement, time and materials / labor hour task orders issued against the contract.

B.2 DESCRIPTION OF SERVICES

The Office of Policy Development and Research has a requirement for the services of a contractor to provide consulting assistance. The overall request is an Indefinite Quantity Contract for research on community development. The initial task order is to evaluate the impact of several grant programs run by the Office of University Partnerships (OUP). The task is to be largely defined by the contractor, though we have specified that case studies (lone) are an unacceptable evaluation method. This study will provide a measure of the activities of the OUP grant programs and an assessment of their community impact, as well as highlight best practices and possible bottlenecks.

B.3 HUDAR 2452.216-76 MINIMUM AND MAXIMUM QUANTITIES AND AMOUNTS FOR ORDER (FEB 2006)

The minimum quantity and/or amount to be ordered under this contract shall not be less that the the minimum quantity and/or amount shown in the following table. The maximum quantity and/or amount to be ordered under this contract shall not exceed the maximum quantity and/or amount shown in the table below.

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
N/A	\$50,000	N/A	\$3,000,000

The minimum total award of the IQC is \$50,000 and a maximum is \$3,000,000, during the period of performance.

B.4 AS 112 LABOR CATEGORIES, UNIT PRICES PER HOUR AND PAYMENT

The contractor shall provide the following types of labor at the corresponding unit price per hour in accordance with the terms of this contract. The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit. Payment shall be made to the contractor upon delivery to, and acceptance by, the Government office requesting services. The total amounts billed shall be derived by multiplying the actual number of hours worked per category by the corresponding price per hour.

[Applicable to CLINS 0001, 1001 and 2001]

B.5 AS 116 ESTIMATED COST AND FIXED-FEE

(a) It is estimated that the total cost to the Government for full performance of this contract will be \$ _____ [insert amount], of which \$ _____ [insert amount] represents the estimated reimbursable costs, and \$ _____ [insert amount] represents the fixed fee (if any).

(b) If this contract is incrementally funded, the following shall apply:

(1) Total funds currently available for payment and allotted to this contract are \$ _____ [insert amount], of which _____ [insert amount] represents the limitation for reimbursable costs and \$ [insert amount] represents the prorating of fixed fee (if any). For further provisions on funding, see clause FAR 52.232-22, Limitation of Funds, herein.

(2) If and when the contract is fully funded, as specified in paragraph (a) of this clause, the clause at FAR 52.232-20, Limitation of Cost, herein, shall become applicable.

(3) The Contracting Officer may allot additional funds to the contract up to the total specified in paragraph (a) of this clause without the concurrence of the contractor.

To be cited in order issued hereunder.

**FIRM FIXED (FFP)/TIME MATERIAL LABOR HOUR PRICE SCHEDULE
1st to 52 WEEK PERIOD**

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity / Unit	Unit Price / Labor Rate	Total
CLIN0001AA	Exec. Leadership	1 HR.	\$ _____	\$ _____
CLIN 0001AB	Principal Investigator	1 HR.	\$ _____	\$ _____
CLIN 0001AC	Project Manager	1 HR.	\$ _____	\$ _____
CLIN 0001AD	Program Management	1 HR.	\$ _____	\$ _____
CLIN 0001AE	Senior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 0001AF	Junior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 0001AG	Support Staff	1 HR.	\$ _____	\$ _____
CLIN 0002	Other Direct Cost Other Than Travel Fixed Price Task	Lump Sum	<u>XXXX</u>	<u>XXXX</u>
CLIN 0003	Subcontracting Cost	1 Job	<u>XXXX</u>	<u>XXXX</u>

COST-REIMBURSEMENT CLINS (CRFF) PRICE SCHEDULE

1st to 52 WEEK PERIOD

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity / Hours	Unit Price / Labor Rate	Total
CLIN0004AA	Exec. Leadership	1 HR.	\$ _____	\$ _____
CLIN 0004AB	Principal Investigator	1 HR.	\$ _____	\$ _____
CLIN 0004AC	Project Manager	1 HR.	\$ _____	\$ _____
CLIN 0004AD	Program Management	1 HR.	\$ _____	\$ _____
CLIN 0004AE	Senior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 0004AF	Junior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 0004AG	Support Staff		\$ _____	\$ _____
CLIN 0005	Other Direct Costs			
	Other Than Travel for All CR Tasks	Lump Sum	<u>XXXX</u>	<u>XXXX</u>
CLIN 0006	Travel Cost	1 Job	<u>XXXX</u>	<u>XXXX</u>
CLIN 0007	Subcontracting Costs	1 Job	<u>XXXX</u>	<u>XXXX</u>

**FIXED PRICE / TIME AND MATERIALS AND LABOR HOURS (TM)
PRICE SCHEDULE**

53 to 104 WEEK PERIOD

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity / Hours	Unit Price / Labor Rate	Total
CLIN1001AA	Exec. Leadership	1 HR.	\$ _____	\$ _____
CLIN1001AB	Principal Investigator	1 HR.	\$ _____	\$ _____
CLIN1001AC	Project Manager	1 HR.	\$ _____	\$ _____
CLIN1001AD	Program Management	1 HR.	\$ _____	\$ _____
CLIN1001AE	Senior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN1001AF	Junior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN1001AG	Support Staff	1 HR.	\$ _____	\$ _____
CLIN 1002	Other Direct Cost Other Than Travel Fixed Price Task	Lump Sum	<u>XXXX</u>	<u>XXXX</u>
CLIN 1003	Subcontracting Costs	1 Job	<u>XXXX</u>	<u>XXXX</u>

COST-REIMBURSEMENT CLINS (CPFF) PRICE SCHEDULE

53 to 104 WEEK PERIOD

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity /	Unit	Unit Price / Labor Rate	Total
CLIN1004AA	Exec. Leadership	1	HR.	\$ _____	\$ _____
CLIN 1004AB	Principal Investigator	1	HR.	\$ _____	\$ _____
CLIN 1004AC	Project Manager	1	HR.	\$ _____	\$ _____
CLIN 1004AD	Program Management	1	HR.	\$ _____	\$ _____
CLIN 1004AE	Senior Technical Staff	1	HR.	\$ _____	\$ _____
CLIN 1004AF	Junior Technical Staff	1	HR.	\$ _____	\$ _____
CLIN 1004AG	Support Staff	1	HR.	\$ _____	\$ _____
CLIN 1005	Other Direct Costs				
	Other Than Travel for All Cost-Reimbursement Task	Lump Sum		<u>XXXX</u>	<u>XXXX</u>
CLIN 1006	Travel Cost	1	Job	<u>XXXX</u>	<u>XXXX</u>
CLIN 1007	Subcontracting Costs	1	Job	<u>XXXX</u>	<u>XXXX</u>

FIRM FIXED (FFP)/TIME MATERIAL LABOR HOUR PRICE SCHEDULE

105 – 156 WEEK PERIOD

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity / Unit	Unit Price / Labor Rate	Total
CLIN2001AA	Exec. Leadership	1 HR.	\$ _____	\$ _____
CLIN 2001AB	Principal Investigator	1 HR.	\$ _____	\$ _____
CLIN 2001AC	Project Manager	1 HR.	\$ _____	\$ _____
CLIN 2001AD	Program Management	1 HR.	\$ _____	\$ _____
CLIN 2001AE	Senior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 2001AF	Junior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 2001AG	Support Staff	1 HR.	\$ _____	\$ _____
CLIN 2002	Other Direct Cost			
	Other Than Travel Fixed Price Task	Lump Sum	<u>XXXX</u>	<u>XXXX</u>
CLIN 2003	Subcontracting Costs	1 Job	<u>XXXX</u>	<u>XXXX</u>

COST-REIMBURSEMENT CLINS (CRFF) PRICE SCHEDULE

105 to 156 WEEK PERIOD

Contract Line Item Number (CLINS)	Description Category Personnel (Direct Labor)	Quantity / Hours	Unit Price / Labor Rate	Total
CLIN2004AA	Exec. Leadership	1 HR.	\$ _____	\$ _____
CLIN 2004AB	Principal Investigator	1 HR	\$ _____	\$ _____
CLIN 2004AC	Project Manager	1 HR.	\$ _____	\$ _____
CLIN 2004AD	Program Management	1 HR.	\$ _____	\$ _____
CLIN 2004AE	Senior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 2004AF	Junior Technical Staff	1 HR.	\$ _____	\$ _____
CLIN 2004AG	Support Staff		\$ _____	\$ _____
CLIN 2005	Other Direct Cost			
	Other Than Travel for All CR Tasks	Lump Sum	<u>XXXX</u>	<u>XXXX</u>
CLIN 2006	Travel Cost	1 Job	<u>XXXX</u>	<u>XXXX</u>
CLIN 2007	Subcontracting Costs	1 Job	<u>XXXX</u>	<u>XXXX</u>

SECTION C

SECTION C-1 STATEMENT OF WORK (SOW) / SPECIFICATIONS

The Contractor must furnish the necessary personnel, materials, equipment, supplies and facilities (except as otherwise specified) to perform the activities specified in the Statement of Work titled “Community Development SOW.”

I. INTRODUCTION

Several of HUD's community development grant programs would benefit from in-depth evaluations. This IQC will give us the opportunity to conduct at least one or two of those evaluations. Community Development activities include many different programs that provide assistance to a wide variety of grantees. The aim of most such programs is to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

II. BACKGROUND

HUD's Office of Policy Development and Research regularly undertakes research relevant to community planning and development issues. A few examples are:

- *CDBG Formula Targeting to Community Development Need* (February 2005)
<http://www.huduser.org/publications/commdev/cdbgAssess.html>
- *Public-Sector Loans to Private-Sector Businesses: An Assessment of HUD-Supported Local Economic Development Lending Activities* (July 2003)
http://www.huduser.org/publications/econdev/pubsec_loans.html
- *The Impact of CDBG Spending on Urban Neighborhoods* (October 2002)
http://www.huduser.org/publications/commdev/cdbg_spending.html
- *An Assessment of State Brownfields Initiatives* (December 1999)
<http://www.huduser.org/publications/econdev/assess.html>
- *Federal Funds, Local Choices: An Evaluation of the Community Development Block Grant Program* (May 1995) <http://www.huduser.org/publications/commdev/cdbg.html>

Most frequently, the Community Development Block Grant (CDBG) program has been studied because it is such a large and complicated program. CDBG can benefit from further research but so can some of the smaller community development programs. The following list contains examples of programs that might reasonably be studied under this IQC:

- **Office of University Partnerships (OUP).** OUP hosts four grant making programs suitable for study. OUP makes grants every year to colleges and universities to further the economic development of the communities in which they are situated. An evaluation of the OUP programs would examine the impact of the grants in the communities where they were targeted, along with an assessment of the types of projects undertaken with the grant funds.

- **Community Development Block Grant (CDBG).** CDBG provides annual grants on a formula basis to entitled cities, urban counties and states to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- **Disaster Recovery Assistance.** This CDBG program provides flexible grants to help cities, counties, and States recover from Presidentially declared disasters, especially in low-income areas.
- **Entitlement Communities.** The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons.
- **State Administered CDBG.** Also known as the Small Cities CDBG program, States award grants to smaller units of general local government that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.
- **Section 108 Loan Guarantee Program.** CDBG entitlement communities are eligible to apply for assistance through the Section 108 loan guarantee program. CDBG non-entitlement communities may also apply, provided their State agrees to pledge the CDBG funds necessary to secure the loan. Applicants may receive a loan guarantee directly or designate another public entity, such as an industrial development authority, to carry out their Section 108 assisted project.
- **HOME.** HOME provides formula grants to States and localities that communities use—often in partnership with local nonprofit groups—to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership or provide direct rental assistance to low-income people.
- **HOPE VI.** HOPE VI encourages Public Housing Agencies (PHAs) to seek new partnerships with private entities to create mixed-finance and mixed-income affordable housing that is radically different from traditional public housing projects. PHAs administer the program, and can use the grants in conjunction with modernization funds or other HUD funds, as well as municipal and State contributions, public and private loans, and low-income tax credit equity. While most of the funds are to be used for capital costs, a portion of the grant may be used for community and supportive services.
- **LIHTC.** The LIHTC Program is an indirect Federal subsidy used to finance the development of affordable rental housing for low-income households. Many local housing and community development agencies are effectively using these tax credits to increase the supply of affordable housing in their communities.

III Research Objectives

The primary objective of this research will be to provide quick- response research of the highest quality

on community and economic development issues of major importance for the Department. This should take the form of primary research on the qualitative and quantitative impacts of a proposed program.

IV SCOPE OF WORK

A. General

The Contractor shall furnish the necessary personnel, materials, services, equipment, facilities, and shall otherwise do all things necessary for, or incidental to, the performance of the tasks set forth in this Statement of Work. The work to be performed under this contract includes, but is not limited to: (1) the orientation to the details of the contract work; (2) the preparation of a management and work plan for conducting the contract work; (3) the preparation of a research design; (4) the performance of the study research; and, (5) the delivery of study reports, and other written material, including the submission of monthly technical progress reports and a final report. In addition, the Contractor is required to attend meetings at HUD Headquarters in order to discuss progress on the work being performed and HUD comments pertaining to contract products that are in process.

Specific Task Orders will be written for each topic to be researched. The Contractor shall furnish the necessary personnel, materials, services, equipment, and otherwise do all things necessary for, or incidental to, the performance of these task orders. The type of work to be performed under these task orders may include, but not be limited to:

- development of research methodologies at the conceptual and applied levels;
- developing and simulating analytic models;
- collection and purchase of data from primary and secondary sources;
- statistical analysis of data sets ranging in sophistication from simple cross-tabulations to multivariate techniques;
- evaluation and synthesis of research results at both the technical and policy relevant levels;
- literature reviews;
- sponsoring conferences and seminars;
- working with other HUD contractors; and
- clerical and editorial functions associated with report writing and preparation.

A Government Technical Representative (GTR) will be responsible for supervising this project for HUD. The GTR will work closely with the Contractor throughout the project. If deemed necessary by the GTR, a Government Technical Monitor (GTM) will be designated for a specific task order. Under the overall supervision of the GTR, the GTM will monitor the contractor's work and the task.

B. Specific Requirements

In conducting the work hereunder, the Contractor shall perform, but not be limited to, the following tasks in accordance with the objective and general scope of the contract and the individual requirements of each task order.

(1) Orientation

As specified in the Task Order, the Task Order Project Director and other key Contractor personnel shall attend a meeting at HUD Headquarters or participate in a conference call or other procedure for the purpose of establishing a common understanding between the Contractor and HUD personnel with respect to each Task Order objective and the scope of work necessary to achieve the objectives.

(2) Management and Work Plan

For each specified Task Order, the Contractor shall prepare a Management and Work Plan (MWP) that shall govern the execution of the requested research services. The Management and Work Plan shall include a detailed allocation of contract resources and a time schedule for accomplishing the work. The MWP shall also identify and allocate total person-hours and the key personnel needed for each task for each month of the Task Order performance period.

The available personnel shall in general have professional training and experience with economic analysis and quantitative methods; examples of areas of expertise include econometric analysis, housing finance and economics, finance theory, housing and mortgage market institutions, housing market analysis, mortgage default and prepayment estimation, mortgage security evaluation and option pricing theory, applied microeconomic analysis, and general equilibrium modeling. The Contractor shall consider employing experts from academic or other institutions when warranted for proper completion of a task. The GTR may on occasion suggest appropriate experts for consideration.

The MWP shall include start date, completion dates, and other major milestones for each task and subtask of the Task Order. Where there are interdependencies among the tasks, the MWP shall indicate the relationship between one task and another. The MWP shall also include a narrative of the overall expected flow of the work and how each task will be accomplished and then relate this description to the allocation of staff and other resources.

The MWP shall be revised from time to time, as design considerations dictate, to reflect approved changes during the progress of the Task Order. The MWP and any revisions to it shall be subject to review and approval by the GTR.

(3) Research Design and Data Collection and Analysis Plan

When requested in a specific Task Order, the Contractor shall prepare a Research Design (RD) and Data Collection and Analysis Plan (DCAP) for the accomplishment of work required by the Task Order. As appropriate, the RD/DCAP shall include, but not be limited to, the following components:

- (a) A section setting forth the research issues being addressed and/or the types of analytic models being developed.
- (b) A section containing a description of required data and the sources from which data will be collected. Should the sources consist of a sample, the DCAP shall contain a description of the sample selection procedures and the size of the sample to be selected. To the extent possible, the Contractor shall make use of data currently available within the Department's information systems.

However, if the Contractor proposes the use of formal surveys to collect original data, then the Contractor shall design, pre-test, and prepare all data-gathering forms and instruments and schedules for the interviews.

Data-gathering forms and instruments which will require responses from ten or more respondents must be approved by the Office of Management and Budget (OMB) prior to fielding. The Contractor shall be responsible for preparing, in a format required by OMB, the documentation needed for OMB clearance. The schedule should allow a total of 4 to 6 months for clearance of such instruments through both HUD and OMB.

- (c) A section containing a description of the methodologies and analytic models to be used for the analysis of the data to address the research issue(s) under consideration.

(4) Data Collection

Consistent with the Task Order Statement of Work and Management and Work Plan, the Contractor shall conduct those research activities necessary to ensure that the Task Order objective is achieved to the maximum extent possible. The Contractor shall, for all Task Orders requiring the collection of data, collect, edit, and otherwise do all processing of data as required by the MWP developed for the specific Task Order.

In addition, the Contractor shall document, prepare, and when appropriate submit all data in accordance with the specifications given by the GTR or GTM.

(5) Work Products

The Contractor shall prepare interim and other work products consistent with the requirements of each Task Order, which will be submitted to the GTR on the dates specified. Draft versions of all reports shall be submitted for HUD review and comments. Oral presentations of findings by the Contractor may be requested.

(6) Seminars and Conferences

The Contractor may be required by specific Task Orders to assist the Department in the conduct of seminars or conferences relating to research and policy issues. Such seminars or conferences may require the participation of outside experts or consultants which shall be arranged by the Contractor.

(7) Management Reports

The Contractor shall submit Management Reports consisting of financial and narrative progress reports (HUD 441, 661 or similar forms). The size and complexity of the individual Task Orders will dictate whether the Management Reports shall be required and on what periodic basis.

(8) Final Reports

The Contractor shall prepare and submit a Final Report that is in accordance with the requirements and schedule of the Management and Work Plan.

C. Sample Task Order

Each Task Order issued shall contain an explicit description of the services required. An example of a task order, similar to those done in the past, is attached for the purpose of providing offerors with an example of the types of services which might be ordered under this contract.

The sample task order represents the type of responsibilities the Contractor will undertake under the supervision of the GTR and is a way of assessing offerors' ability to design specific community development research. For the purpose of this proposal, the offeror shall include in the proposal a description of how they would address the Sample Task Order. The description should be complete, with breakdowns of the various subtasks, proposed methodology, level of effort, and estimate of costs. If a suitable proposal is submitted for the sample task, we are prepared to fund it as Task 1 of this IQC.

SAMPLE TASK ORDER

Evaluation of Office of University Partnerships (OUP) Grant Programs

I. BACKGROUND¹

The Office of University Partnerships (OUP) funds four university grant programs of interest for this evaluation:

- Alaska Native/Native Hawaiian Institutions Assisting Communities (AN/NHIAC)
- Hispanic-Serving Institutions Assisting Communities (HSIAC)
- Historically Black Colleges and Universities (HBCU)
- Tribal Colleges and Universities Program (TCUP)

Each of these programs, with the exception of TCUP, must meet at least one of the Community Development Block Grant (CDBG) program national objectives. Therefore, programs must benefit low- or moderate-income individuals; aid in the prevention of slums or blight; or meet other community development needs that have a particular urgency, either because they pose a threat to the health and welfare of the community or because other financial resources are not available to address them. After meeting this criterion, there is a great deal of flexibility in how the money may be spent.

Over 140 colleges and universities have participated in the OUP grant programs. Grantees are in every type of location imaginable, from highly developed urban areas to remote rural ones.

Program Summaries

AN/NHIAC

About 17 separate grantees have been funded with AN/NHIAC grants since 2000. In 2007, approximately \$2.9 million was made available for this program. An applicant can request up to \$800,000 for a three-year period. Eligible applicants are accredited Alaska Native/Native Hawaiian Institutions (ANI/NHIs) of higher education that provide 2- and 4-year degrees. For an institution to qualify as an ANI, at least 20 percent of the undergraduate headcount enrollment must be Alaska Native students. To qualify as a NHI, an institution must have an undergraduate headcount enrollment of at least 10 percent Native Hawaiians.

HSIAC

Hispanic Serving Institutions (HSIs) were formally recognized in 1992 and currently, about 203 HSIs are eligible to apply for OUP grants. In Fiscal Year (FY) 2007, approximately \$5.9 million was available and applicants can request up to \$600,000 for a three-year period. All applicants must be institutions of higher education granting 2- or 4-year degrees that are accredited by a national or regional accrediting agency recognized by the U.S. Department of Education. Additionally, institutions must meet the definition of an HSI established in Title V of the 1998 amendment of the Higher Education Act of 1965. To meet this definition, at least 25 percent of the full-time undergraduate students enrolled in the institution must be Hispanic.

HBCU

¹ Information in this section is drawn from the OUP website (www.oup.org) and the HUD publication, *Minority-Serving Institutions of Higher Education: Developing Partnerships to Revitalize Communities* (January 2003).

The oldest of these grant programs is the one for HBCUs. HBCUs have been federally recognized since 1965, though the first such institution was established in 1837. There are approximately 106 HBCUs in 20 states, DC and US Virgin Islands. In 2007, approximately \$8.9 million was available for this program. Applicants can request up to \$600,000 for a three-year period. Only those HBCUs as determined by the U.S. Department of Education in 34 CFR 608.2 in accordance with that Department's responsibilities under Executive Order 13256, dated February 12, 2002, are eligible to apply for funding under the program. All applicants must be accredited by a national or regional accrediting agency recognized by the Department of Education.

TCUP

The first tribal colleges were established in the late 1970s and in 1996 an Executive Order granted them full access to all federal programs that benefit other institutions of higher education, including access to HUD grants. In Fiscal Year (FY) 2007, approximately \$2.5 million was available for this program. Applicants can request up to \$600,000 for a three-year period. Colleges and universities that meet the definition of a TCU established in Title III of the 1998 Amendments to the Higher Education Act of 1965 (P.L. 105-244) can apply for a TCUP grant. Institutions must be fully accredited, or provide a statement that the institution is a candidate for accreditation, by a regional institutional accrediting association recognized by the U.S. Department of Education.

Examples of eligible activities that meet the CDBG program national objectives AND the CDBG eligibility requirements (TCUP is excluded from the CDBG requirements):

- Acquisition of real property.
- Clearance and demolition.
- Rehabilitating residential and commercial structures..
- Acquiring, constructing, rehabilitating, or installing public facilities and improvements such as water and sewer lines and streets.
- Renovating an existing or acquired facility.
- Expanding an existing or acquired facility.
- Activities designed to promote training and employment opportunities.
- Giving payments and other assistance to temporarily relocate individuals, families, businesses, nonprofit organizations, and farm operations.
- Providing direct homeownership assistance.
- Providing technical or financial assistance that helps to establish, stabilize, and expand microenterprises, including minority enterprises.
- Helping a community development organization carry out neighborhood revitalization.
- Offering fair housing services designed to further the fair housing objectives of the Fair Housing Act.
- Assistance to community-based development organizations to carry out neighborhood revitalization, economic development, or energy conservation projects.
- Health screening.
- Childcare and/or early childhood development services/programs.
- Youth leadership development activities.
- Crime, alcohol, and/or drug abuse prevention programs.

II. Purpose

The purpose of this task order is to conduct a process and outcome evaluation of the OUP grant programs listed above.

This evaluation will clearly document what activities grantees are undertaking, how they are undertaking the activities, challenges they are encountering, and provide detailed quantitative data on the outcomes they are achieving. Offeror's are encouraged to propose innovative approaches to measuring the impact of the OUP programs on the target populations or places that they are serving.

The evaluation should be of a type and quality to satisfy the Office of Management and Budget's (OMB) Program Assessment and Rating tool (PART) requirements. The PART is results driven and OMB wants to know if HUD monitoring can demonstrate whether the programs are achieving results. In addition to completing the process and outcome evaluation noted above, the offeror should be sure that its approach will facilitate answering the following PART type questions:

- Does the program address a specific interest, problem or need? (Research can identify the level of need.)
- Is the program designed to make a unique contribution in addressing the interest, problem or need (i.e., not needlessly redundant of any other Federal, state, local or private efforts)? (Evaluation can compare program to other programs.)
- Is the program optimally designed to address the interest, problem or need? (Evaluation can assess different implementation strategies relative to effectiveness.)
- Does the program have a limited number of specific, ambitious long-term performance goals that focus on outcomes and meaningfully reflect the purpose of the program? (Evaluations can be used to help identify reasonable long-term outcomes for a program.)
- Does the program have a limited number of annual performance goals that demonstrate progress toward achieving the long-term goals? (Evaluations can be used to help identify reasonable annual performance goals for a program.)
- Has the program demonstrated adequate progress in achieving its long-term outcome goal(s)? (Some long-term goals may only be measured by evaluations.)
- Does the program demonstrate improved efficiencies and cost effectiveness in achieving program goals each year? (Cost efficiency evaluation.)
- Does the performance of this program compare favorably to other programs with similar purpose and goals? (Cost-benefit and program comparison evaluation.)

Other questions may be added and not all of these need be answered if the offeror deems them inappropriate.

The OUP evaluation must not use case studies as the primary form of data collection. Currently, the construction of a database with the grant history for each of the subject programs is underway. Should we elect to execute this sample task as Task Order 1, we expect that this data base will be available for use in this study. We expect this data base will contain such variables as grantee, years funded, amount funded, activities undertaken, amount spent on each activity, date completed, location by address or census tract, and outputs created (e.g. number of houses rehabilitated, units of counseling provided, jobs created, etc.) At the present time, some or all of this information is available only in hard copy files.

It is recommended that the offeror review the current grant information on the OUP website (www.oup.org). The OUP "Grantee Database" (oup.org/grantee/map_search.asp) contains the following information for each grant: state, city, institution, year, and amount. The information can be viewed by type of activity for each state, region or the entire nation. This is the most recent data currently available.

Beyond the restriction of no case studies, we ask the offeror to design the best evaluation they can envisage for the OUP programs that has the potential to demonstrate the effectiveness of each of these programs. We do not have a suggested general approach: we leave that to the contractor to recommend.

III. Tasks

(Tasks should be read as suggestions of likely project requirements. Since we are asking for the contractor's approach to the task order, please substitute other tasks if the suggested ones do not fit with your vision for the study.)

Task 1: Orientation

Within one (1) week of the execution of the Task Order, the Project Director and other key Contractor personnel shall attend a meeting at HUD headquarters for the purpose of establishing a common understanding of the contract objective and the scope of work necessary to achieve the objective.

Task 2: Management Plan and Research Design

The Contractor shall submit a management plan detailing the resources, including all personnel and their level of effort that shall be used to complete the task order and a schedule for delivery of products and completion of the task order.

Simultaneously, the Contractor shall prepare a written research design that shall detail the approach and methods proposed for accomplishing the tasks and purpose of this task order. In specifying the research design, the contractor should discuss:

- Alternative approaches and potential problems.
- The data and what can be done with readily available data and conceptual analysis, and what improvements might be possible with data not now available.
- The choice of estimation techniques.
- Complete model specifications. It is assumed that the models will control for all relevant factors, including but not limited to local economic and locational effects.

Timing and Deliverables. The management plan and schedule should be submitted to the GTR within 6 weeks of signing the task order and HUD will then have 3 weeks to review and comment.

Task 3: Data Collection and Analysis Plan

The Data Collection and Analysis Plan shall include, but is not necessarily limited to, the following components:

- 1) Analysis Plan - a description of the analytical approaches and specific analytical techniques to be used and an explanation of how the data collected will be presented in the reports and briefings.
- 2) Data Requirements - a description of the data and its sources required to complete the research.
- 3) Data Collection - The Contractor shall develop data gathering forms that are required for the study, as noted

in the research design. The Contractor is responsible for developing the data collection activities and documents, pre-testing them, conducting any training necessary to carry out the data collection activities, and carrying out the activities, including administering the instruments.

ALL DATA COLLECTION INSTRUMENTS SHALL BE SUBMITTED FOR APPROVAL AS PART OF THE DATA COLLECTION AND ANALYSIS PLAN.

4) Data Processing - a plan for the processing of data into machine-readable form, as appropriate. The Contractor shall organize the data into database files consistent with hardware/software used by HUD. The Contractor shall develop systems to validate the accuracy of the data collected and shall fully document all database files. The GTM must approve all database file designs and systems. Guidelines for the preparation of the database files may be obtained from the GTM.

4) Field Work Plan - a plan for conducting field work and for acquiring data from all sources during the research.

5) Sampling Plan—this plan will set forth a method for developing a sample of program providers and program participants in the communities to be included in the study.

6) OMB Clearance Package

All surveys administered to ten or more organizations or individuals must be submitted for review and approval to the Office of Management and Budget (OMB). Following HUD approval of the revised Data Collection and Analysis Plan, and until OMB approval, the Contractor shall conduct work not requiring OMB approval. Work to be performed during this period shall be identified separately (including costs) in the Management and Work Plan.

It may take up to six (6) months to obtain OMB clearance. The term of the contract should accommodate the time required to obtain OMB clearance before implementation of any survey or interview schedule.

THE CONTRACTOR SHALL UNDERTAKE NO WORK ASSOCIATED WITH THE FOLLOWING CONTRACT TASKS UNTIL THE GTR APPROVES THE FINAL RESEARCH DESIGN AND THE DATA COLLECTION AND ANALYSIS PLAN.

Timing and Deliverables. The Data Collection and Analysis Plan should be submitted to the GTR within 18 weeks of signing the task order and HUD will then have 3 weeks to review and comment.

Task 4: Data Collection

After receiving HUD approval of the data collection instruments and methods, the Contractor shall gather data in accordance with the approved Data Collection and Analysis Plan.

Timing and Deliverables. Data Collection should commence by the 24th week after signing the task order OR after final OMB approval is received.

Task 5: Analysis

Upon completion of data collection, the contractor shall prepare, clean, and document the data files. All data analysis shall be conducted in accordance with the approved management and work plan, the research design and data collection and analysis plan.

Timing and Deliverables. Analysis should commence by the 36th week after signing the task order OR upon completion of Data Collection.

Task 6: Briefing

After completing data collection and analysis of the data, the Contractor shall visit HUD to conduct a briefing on the findings. The GTR will arrange for the appropriate audience to attend. This briefing will have the function of providing key HUD officials with early results of the study. It will also provide an opportunity for the Contractor to receive advice and guidance from HUD as to the appropriateness of the interpretations and the utility to the Department of the emergent issues.

Timing and Deliverables. The briefing shall be held on or about the 42nd week post-award. Copies of briefing materials shall be made available to the GTR and other HUD personal who attend the briefing.

Task 7: Reporting

The contractor shall prepare a report based on the analysis of the data.

Final Report

Two drafts of the final report are required. In preparing the final report, the Contractor shall be responsive to comments provided to the GTM with regard to factual, grammatical, or inferential errors and clarity of the expression.

The final report shall be complete in itself and shall be of publication quality. Included within the report shall be an executive summary of no more than ten (10) pages that presents the principal findings and recommendations to HUD. If the GTR directs, the contractor shall have the report professionally edited prior to submission of a final report.

The complete text of report should be submitted in accordance with the instructions provided in PD&R's "Guidelines on Preparing a Report for Publication" (http://huduser/about/guidelines_prepare_report.html).

Following notification of approval of the Contractor's final report the Contractor will provide two reproducible, original, master copies of the approved final report. The two copies of the approved report shall be accompanied by the complete text of the report submitted in an electronic format acceptable to the GTR.

The Contractor shall not be required to modify or eliminate independent opinions, judgments, conclusions or views. Where the Contractor's views do not coincide with HUD's views, the Contractor shall be required to clearly label these views. HUD may require language inserts to label such independent views.

If there is disagreement regarding the adequacy of the data, methodology, calculations, analyses, or other technical elements of the work used to support the independent views of the Contractor, HUD may require the insertion of a clearly labeled HUD dissent (or dissents) in the text of the final approved version of the final report.

A disapproved report shall be resubmitted for review following correction of the cited deficiency.

Publication of Reports by Contractors

Contractors may not publish a report based on this study or otherwise disclose the contents of research reports prepared under this contract to the public for six (6) months following the formal submission of the final report, unless the contracting officer has given written permission.

After the six-month period, the Contractor who wishes to publish shall include a clear notice that the research was performed under a contract with the Office of Policy Development and Research, U.S. Department of Housing and Urban Development.

Although the report will have been prepared with HUD funds, the Contractor may copyright the layout and design (but not the substantive language, which remains in the public domain).

Data

Accompanying the second draft of the final report shall be any database files and programs that formed the bases for the analysis performed, as well as any interview materials. A revised and final copy of the data documentation, and the data files, shall be sent to the GTR along with the final report.

The data files shall be prepared in SAS or SPSS format (or other format acceptable to the GTR). The database files shall include complete documentation. Sufficient information for replication of the analyses in the final report must be included. The GTR can provide instructions and examples of how to prepare the data documentation.

No copies of or extracts from the data files, including names, address information or other identifiers shall be retained by the contractor after the completion of this contract.

The data collected under this contract belongs to HUD and HUD reserves the right, within the confidentiality and privacy promises made to respondents, to analyze the data collected for the study and make it available to others for independent analysis. In such circumstances, HUD will acknowledge the contractor’s role in collecting the data.

Timing and Deliverables. The first draft of the report shall be submitted 50 weeks after award, the second draft by the 56th week and the final version by the 62nd week. The GTR will provide comments within three (3) weeks of receipt of each of the first two drafts of the report. Data files shall be submitted with the second draft of the final report (week 56). The GTR shall provide comments on the clarity and appropriateness of the data documentation within three (3) weeks of receipt.

Task 8: Post-Report Briefings

As determined by the GTR, but prior to contract close-out, the Contractor shall provide up to two briefings at HUD Headquarters or in another Washington, DC location on the report findings.

Proposed Task Order Schedule

<u>Action</u>	<u>Due Dates</u> <u>(Weeks following contract signing)</u>
Task 1. Orientation	1
Task 2. Management and Research Design	
Draft	6
Final	12
Task 3. Data Collection and Analysis Plan	
Draft	18
Final	21

Task 4. Data Collection	
Commence	24
End	36
Task 5. Analysis	
Commence	36
End	48
Task 6. Briefing	42
Task 7. Reporting	
1st Draft Report	50
2nd Draft Report & Draft Data Files/Documentation	56
Final Report & Final Data Files/Documentation	62
Task 9. Post-Report Briefings	70

SECTION D

SECTION D – PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING

To the greatest extent practicable, the contractor shall use recycled and environmentally safe materials for all non-breakable deliverables submitted under the Basic IQC and any resulting individual task orders. The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 GUIDELINES FOR DELIVERY OF ELECTRONIC FILES Office of Policy Development and Research U.S. Department of Housing and Urban Development

These guidelines are to ensure that electronic media are readable by the users. The intended recipient must approve any exceptions in advance. Additional specifications or exceptions may be required in individual projects and will be included in the statement of work for the project. These guidelines apply to both data files from data gathering, analysis or presentations projects (which may use statistical, database, or geographic information applications) as well as smaller, written projects (which may use word processing, spreadsheet, internet based, or presentation applications).

Potential users will include agency staff, trade or interest groups, other organizations, and the public (if data are not confidential).

ELECTRONIC FORMATS FOR LARGE DATA FILES

a. Three items must be delivered in electronic format: Data, Documentation, and Computer code (if it has been written, e.g. in SPSS, FORTAN, or other language to read, label, and format the data). The documentation must also be provided on paper (two copies).

b. Disk (floppy, zip disk), CD-ROM, or 9-track mainframe tape, or 3480-type mainframe cartridge. Internal labels are optional.

c. For disk or CD-ROM: ASCII, .DOC, .WKS, .XLS, or .DBF. For the Documentation, Microsoft Word 2000 for Windows text, or Rich Text Format (.RTF) - are acceptable. Self-extracting compressed format is optional. If a file is delimited by commas and quotes, no field may be entirely blank, so, “ “, or 0, are acceptable (some spreadsheets and other software skip blank fields in comma-delimited files). The internet (via e-mail or any other method) may not be used for final versions, nor for private data, since it may introduce unnoticed errors, and is not wholly private.

d. For Mainframe (9-track): ASCII or EBCDIC files. No compression is allowed. Each record type must be fixed format. Blocks must be less than 32,768 characters per block so a variety of systems. No multi-reel files are allowed unless they are ASCII labeled.

e. Illustrations and other figures shall be submitted both in the original program format (such as .DWG for AutoCAD drawings) and in universal formats, such as .JPG, .BMP, .WMF, etc. that are web-compatible.

DOCUMENTATION FOR LARGE DATA FILES

- a. External sticker with: Title of data, Contact person(s), Date of preparation, Format (ASCII, .DBF, etc.; if mainframe, show characters per record and per block). For example: Shelter Occupant Survey, 1999, P. Burke, rev. May 4, 2000, ASCII 88 char/record, 8800 char/block.
- b. Title page, with the same items as the sticker, plus: Company name, project director, Contract number, Stage of processing (preliminary, final, revised, etc.), 150-250 word abstract, Weighted and unweighted control totals (so users know the size, and can check their own runs), and Table of Contents for the rest of the documentation. All should be understandable by members of the public who are not familiar with the project. This page will usually become a "README" file for the public.
- c. Bibliography of reports produced by the project.
- d. For each field: name (up to six characters, beginning with a letter, since some users may use FORTRAN or other software with a limit of six characters), position, definition or explanation if needed, meaning of any codes, presence of any errors or mis-codes if known.
- e. Description of EVERY step in processing, including sampling process, call-back process, training of people who collected the data, data entry, treatment of missing data and outliers, weighting and any other significant steps (if lengthy, include one page overview).
- f. Statement of non-response rate and any other known omissions or problems.
- g. If the data collection instrument is less than about 25 pages or screens, it must be included, with variable names written in (marginal notes are also desirable).

CODES

- a. Geography. If instructed by the contract, addresses must be geo-coded to show standard numeric codes for: State, County, Minor civil division (MCD, which must be given in New England and is optional elsewhere), Place, Census tract, Census block (block face if possible), Latitude and longitude as near as possible, 9-digit zip code. MA codes are also desirable but change often, as a result, HUD will use county and MCD codes to re-create MA codes as needed.
- b. Occupation and industry. If present, these must use standard codes of the Census Bureau, Labor Department, of Office of Management and Budget.

ELECTRONIC FORMATS FOR SMALL DATA AND PROJECT FILES

- a. Computer files shall be editable source files (e.g., word processing documents, data base, spreadsheet, or other formats), rather than in Adobe Systems Acrobat's ".PDF" format. As of September 2001, HUD has standardized on Microsoft Office 2000 for Windows. Please note that the format requirements may change as the software used by HUD changes. Specific instructions directing the submission of alternative formats may be provided in the statement of work.
 - Word processing: Microsoft Word 2000 for Windows.
 - Spreadsheet tables: Microsoft Excel 2000 for Windows.
 - Presentation files: Microsoft PowerPoint 2000 for Windows.

- Statistical and relational data base routines/procedures/programs and table: Statistical Package for the Social Sciences (SPSS) 6.1 files (or SAS export files readable by SPSS 6.1)
 - Raw data in large (over 1.2 million characters) files: Comma-delimited or fixed field ASCII files.
- b. If the data files submitted are the final submission of a report or other work product, the contractor should also provide the entire report in Adobe Acrobat (.PDF) format for posting on the HUD website.
- c. The media used will be determined by the size of the files. Media selected must be compatible with standard personal computers operating in a Windows environment.
- Floppy disks: 3-1/2 inch, 1.44-megabyte capacity MS-DOS-formatted floppy disks, for files of up to 1.2 million characters.
 - Compact disk read-only memory (CD-ROM) disks in standard commercial (ISO 9660) format, zip disk, or DVD disks in standard commercial (MPEG-2) format, for files of more than 1.2 million characters, or, if acceptable to the Government, sets of similar files with, in aggregate, more than 1.2 million characters.
 - Other media, programs and formats: As agreed upon by the Government.

DOCUMENTATION FOR SMALL DATA AND PROJECT FILES

Documentation for project (word processing, spreadsheet, and graphics) files should include disk (or media) labels that include the project name, contact person, contractor, contract number, and date. If the submission consists of multiple files, the contractor should include a README file that briefly describes each file on the disk.

FORMATS FOR AUDIO-VISUAL FILES

- a. Video tape cassettes: Final versions of video tapes will be provided on VHS high/premium quality cassettes of appropriate duration at standard play speed, except that masters will be provided on Beta SP (or digital Beta) cassettes of appropriate length. In addition, raw footage will be provided both on Beta SP (or digital Beta) cassettes and on time coded, window burned VHS cassettes.
- b. Videodisk: Standard commercial (ISO 9660) format.

DOCUMENTATION FOR AUDIO-VISUAL FILES

Videotapes and disks will be labeled with the title of the production, run time, the project name, contact person, contractor, contract number, and date. In addition to the above information, raw video will be accompanied by paper or electronic video logs and releases will be provided with all raw footage.

REVIEW AND EVALUATION OF SUBMISSIONS

Unless specified in the contract or task order statement of work, within eight (8) weeks of receipt, the recipient will be responsible for having read the data and documentation on an appropriate computer system, will notify the supplier of any corrections or changes needed, and will release copies for general dissemination as appropriate.

SECTION E

SECTION E- INSPECTION AND ACCEPTANCE

E.1 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. Also, the full text of a clause may be accessed electronically at this address.

FAR Clauses: <http://www.arnet.gov/far>

HUDAR clauses: <http://www.hud.gov/offices/cop/hudar.cfm>

E.2 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

The use in this solicitation or contract of any HUDAR (48 CFR Chapter) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES- FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES –COST REIMBURSEMENT	APR 1984
52.246-6	INSPECTION-TIME-and-MATERIAL and LABOR-HOUR	MAY 2001
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984

E.3 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

SECTION F- DELIVERIES OR PERFORMANCE

F.1. 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. Also, the full text of a clause may be accessed electronically at this address:

FAR Clauses: <http://www.arnet.gov/far>

HUDAR clauses: <http://www.hud.gov/offices/cop/hudar.cfm>

NUMBER	TITLE	DATE
52.242-15	STOP- WORK ORDER	AUG 1989
52.242-15	STOP- WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

SECTION G

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-71 VOUCHER SUBMISSION (COST REIMBURSEMENT) (FEB 2008) (DEVIATION)

(a)(1) The contractor shall submit, in **accordance with the Task Order requirements**, an original and two copies of each voucher. In addition to the items required by the clause at FAR 52.232-25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date. All vouchers shall be distributed as follows, except for the final voucher, which shall be submitted in all copies to the Contracting Officer: original to the payment office, and one copy each to the Government Technical Representative (GTR) and the Contracting Officer identified in the contract.

(2) To assist the government in making timely payments, the contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent modification document (e.g., Block 14 of the SF-26 or Block 21 of the SF-33). The contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(b) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses contained in this contract.

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 **to be inserted at time of award** 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: (1) Causes the contractor to perform work outside the statement of work or specifications of the contract; (2) Constitutes a change as defined in FAR 52.243-1; (3) Causes an increase or decrease in the cost of the contract; (4) Alters the period of performance or delivery; (5) 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 to be ***inserted by Contracting Officer***:

(f) 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.

G.3. HUDAR 2452.216-78 ORDERING PROCEDURES

ALTERNATE I (FEB 2006)

(a) Issued under this contract may be placed in writing or **facsimile and email**. *Alternate I (FEB 2006)*. As prescribed in 2416.506-70(d), add paragraph (b):(b) In addition to the Contracting Officer, the following individuals are authorized to issue orders under this contract:

[*Continue as necessary*]*Alternate II (FEB 2006)*. As prescribed in 2416.506-70(d), add paragraph (b):

(b) This contract provides for the issuance of task orders on a negotiated basis as follows: (1) The Contracting Officer will provide the contractor(s) with a statement of work or task description. The contractor(s) shall provide pricing and other information requested by the Contracting Officer (e.g., proposed staffing, plan for completing the task, etc.) within the time period specified by the Contracting Officer. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.(2) The Contracting Officer may require the contractor(s) to present and/or discuss (see (3) below) the proposed task order terms orally. The Contracting Officer will provide the contractor(s) with guidance on the format, location, and duration of any presentations. (3) The Contracting Officer may discuss the proposed task order terms with the contractor(s) to ensure mutual understanding of the contractor(s)'s technical approach and/or costs or price and/or to reach mutually acceptable final terms for the task order. If more than one contractor is being considered for the task order, any discussions will be held individually with each contractor. (4) The task order shall be executed by the contractor and the Contracting Officer. (End of clause)

SECTION H

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 RIGHTS IN DATA-GENERAL AND RIGHTS IN DATA-SPECIAL WORKS

At the time of issuance of an individual task order, the Contracting Officer will specify whether FAR clauses 52.227-14, “Rights In Data-General” or 52.227-17, “Rights in Data-Special Works” are applicable. The contractor must be familiar with each cause.”

H. 2 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2006)

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

(b) The Contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: [product description, part/catalog number, other identifier, and serial number, if any] “This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery.”

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

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

H. 3 ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194.

The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov> The standards applicable to this requirement are identified in the Statement of Work.

H. 4 Certification Regarding Common Security Configurations for Windows XP and Vista Operating Systems (JUN 2007)

Subpart 39.1—General

39.101 Policy.

(a) Division A, Section 101(h), Title VI, Section 622 of the Omnibus Appropriations and Authorization Act for Fiscal Year 1999 (Pub. L. 105-277) requires that agencies may not use appropriated funds to acquire information technology that does not comply with [39.106](#), unless the agency's Chief Information Officer determines that noncompliance with [39.106](#) is necessary to the function and operation of the agency or the acquisition is required by a contract in effect before October 21, 1998.

The Chief Information Officer must send to the Office of Management and Budget a copy of all waivers for forwarding to Congress.

- (b)(1) In acquiring information technology, agencies shall identify their requirements pursuant to—
- (i) OMB Circular A-130, including consideration of security of resources, protection of privacy, national security and emergency preparedness, accommodations for individuals with disabilities, and energy efficiency; and
 - (ii) Standards for environmental assessment of personal computer products (see [23.705](#)).
- (2) When developing an acquisition strategy, contracting officers should consider the rapidly changing nature of information technology through market research (see [Part 10](#)) and the application of technology refreshment techniques.
- (c) Agencies must follow OMB Circular A-127, Financial Management Systems, when acquiring financial management systems. Agencies may acquire only core financial management software certified by the Joint Financial Management Improvement Program.
- (d) In acquiring information technology, agencies shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov>. Agency contracting officers should consult with the requiring official to ensure the appropriate standards are incorporated.

H. 5 LIMITATIONS ON SUBCONTRACTING

FAR Clause 52.219-14, Limitations on Subcontracting, flows down separately to each Task Order issued under this contract, not cumulatively under the contract. Consultants used under each Task Order are considered subcontractors unless the offeror provides in their business proposal proof they are withholding Federal Income Tax and issuing an annual W-2 to the consultants. If the consultants are issued a Form 1099-MISC, they are considered subcontractors.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR Clauses: <http://www.arnet.gov/far>

HUDAR Clauses: <http://www.hud.gov/offices/cpo/hudar.cfm>

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 IMPROPERACTIVITY	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	APR 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
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004

52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2004
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	APR 2008 OCT 2001
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERN	SEP 2005
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, 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
52.222.50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.222.53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES - REQUIREMENTS	NOV 2007
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTS	AUG 2003
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	DEC 2007 (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM)	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-1	PAYMENTS	APR 1984

52.232-7	PAYMENT UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACT	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	JUN 1996
52.232.20	LIMITATIONS OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	FEB 2006
2452.208-71	REPRODUCTION OF REPORTS	APR 1984
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	FEB 2006
2452.237-72	COORDINATION OF DATA COLLECTION ACTIVITIES	APR 1984
2452.237-73	CONDUCT OF WORK AND TECHNICAL GUIDANCE	FEB 2006
2452.242-71	CONTRACT MANAGEMENT SYSTEM	FEB 2006
2452.251-70	CONTRACTOR EMPLOYEE TRAVEL	OCT1999

I.2. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA- MODIFICATIONS **OCT 1997**

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--
 - (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
 - (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced

using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

ALTERNATE 1

OCT 1997

Alternate I (Oct 1997). As prescribed in [15.408\(m\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: **See Section –J; J-4**

I.3 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 **effective through 156 weeks**.

(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.

I.4 5 52.216-19 ORDER LIMITATIONS

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, 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 **\$3,000,000.**;

(2) Any order for a combination of items in excess of **3 million** or

(3) A series of orders from the same ordering office within **Ten (10)** days that together call for quantities exceeding the limitation in paragraph (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 **5** 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.

I.5 52.216-22 INDEFINITE QUANTITY

OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 **75 weeks**.

I.6 52.216-30 TIME-AND-MATERIAL/LABOR-LABOR HOUR PROPOSAL REQUIREMENTS —NON-COMMERCIAL ITEM

FEB 2007

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

(1) The offeror;

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

(1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at [2.101](#) that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

I.7. 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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

I.8 52.222-52 EXEMPTION FROM APPLICATION of the SERVICE CONTRACT ACT CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION NOV 2007

(a) The offeror shall check the following certification:

Certification

The offeror does does not certify that—

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR [22.1003-4](#)(d)(3) that the Service Contract Act—

- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
- (2) Will apply to this offeror, then the clause at FAR [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

- (1) The clause of this solicitation at [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
- (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

I.9.2 52.227-16 ADDITIONAL DATA REQUIREMENTS

(JUN 1987)

As prescribed in [27.409\(d\)](#), insert the following clause:

Additional Data Requirements (June 1987)

(a) In addition to the data (as defined in the clause at [52.227-14](#), Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

I.10 52.227-17 RIGHTS in DATA –SPECIAL WORKS.

As prescribed in [27.409\(e\)](#), insert the following clause:

Rights in Data—Special Works (Dec 2007)

(a) *Definitions.* As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of [17 U.S.C. 401 or 402](#) and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up,

nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of [17 U.S.C. 401 or 402](#), unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

I.11 52.227-18 RIGHTS in DATA-EXISTING WORKS.

(DEC 2007)

As prescribed in [27.409\(f\)](#), insert the following clause:

Rights in Data—Existing Works (Dec 2007)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

I. 12 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE

(DEC 2007)

As prescribed in [27.409\(g\)](#), insert the following clause:

Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor’s standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract

I. 13 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS

(JAN 1997)

(a) The Contractor shall—

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor’s organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

I.13 52.243-3 Changes—Time-and-Materials or Labor-Hours.

As prescribed in [43.205\(c\)](#), insert the following clause:

Changes—Time-and-Materials or Labor-Hours (Sept 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

I.14 52.244-2 SUBCONTRACTORS

(JUN 2007)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR [Subpart 2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR [Subpart 44.3](#).

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.15. 2452.219-70 SMALL BUSINESS SUBCONTRACTING PLAN COMPLIANCE (FEB 2006)

(a) This provision is not applicable to small business concerns.

(b) Offerors' attention is directed to the provisions in this solicitation at FAR 52.219-8, Utilization of Small Business Concerns, and the clause at FAR 52.219-9, Small Business Subcontracting Plan.

(c) The government will consider offerors' prior compliance with subcontracting plans in determining their responsibility (see FAR 9.104 3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and the applicable goals and actual performance (dollars and percentages) for subcontracting with the types of small business concerns listed in the clause at FAR 52.219-9. This information shall be provided for the three most recently completed contracts with such subcontracting plans.

I.16 HUDAR 2452.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT) (FEB 2008) (DEVIATION)

(a) (1) The contractor shall submit, **on an as needed-basis**, an original and two copies of each voucher. In addition to the items required by the clause at FAR 52.232 25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date. The contractor shall submit all vouchers, except for the final voucher, as follows: original to the payment office, and one copy each to the Government Technical Representative (GTR) and the Contracting Officer identified in the contract. The contractor shall submit all copies of the final voucher to the Contracting Officer. The final payment shall not be made until the Contracting Officer has certified that the contractor has complied with all terms of the contract.

(2) To assist the government in making timely payments, the contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent modification document (e.g., Block 14 of the SF-26 or Block 21 of the SF 33). The contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(b) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses contained in this contract.

I.17. 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 **Joseph Neurauter, Chief Procurement Officer, U.S. DHUD, 451 Seventh Street SW, Washington D.C. 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 HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

I.18. HUDAR 2452.237-70 KEY PERSONNEL

(FEB 2006)

As prescribed in 2437.110(a), insert the following clause in solicitations and contracts when it is necessary for contract performance to identify the contractor's key personnel:

(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:

INDIVIDUAL POSITION/TITLE

I.19. HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (NOV 2005) (DEVIATION)

(a) Definitions: As used in this clause -

"Access" means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information resources.

"Application" means the use of information resources (information and information technology) to satisfy a specific set of user requirements (see OMB Circular A-130).

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Mission critical system" means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of, would have a debilitating impact on the mission of the agency.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

"Sensitive information" means any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

"System" means an interconnected set of information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A-130). System includes any system owned by HUD or owned and operated on HUD's behalf by another party.

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to

provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

(2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or applications(s).

(c) Citizenship-related requirements. Each affected contractor employee as described in paragraph (b) shall be:

(1) A United States (U.S.) citizens; or,

(2) A national of the United States (see 8 U.S.C. 1408); or,

(3) An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

(d) Background investigation process:

(1) The Government Technical Representative (GTR) shall notify the contractor of those contractor employee positions requiring background investigations.

(i) For each contractor employee requiring access to HUD information systems, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17).

(ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly-completed forms: SF 85P, "Questionnaire for Public Trust Positions," FD 258, and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall not complete the Medical Release behind the SF 85P.

(iii) The SF85, 85P, and OF 306 are available from the Office of Personnel Management's website: <http://www.opm.gov>. The GTR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in subparagraph (d)(1) to the GTR.

(3) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (d)(1): employee's full name, Social Security number, and place, and date of birth.

(4) The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) and verification of the information provided on the investigative forms described in subparagraph (d)(1).

(5) Upon completion of the investigation process, the GTR will notify the contractor if any contractor employee is determined to be unsuitable to have access to the system(s), application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the contractor shall ensure that the employee's access is revoked immediately upon receipt of the GTR's notification.

(6) Failure of the GTR to notify the contractor (see subparagraph (d)(1)) of any employee who should be subject to the requirements of this clause and is known, or should reasonably be known, by the contractor to be subject to the requirements of this clause, shall not excuse the contractor from making such employee(s) known to the GTR. Any such employee who is identified and is working under the contract without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in

paragraph (b) until the contractor has provided the investigative forms required in subparagraph (d)(1) for the employee to the GTR

(7) The contractor shall notify the GTR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

(e) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (d)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD systems). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.

(f) Control of access. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD systems. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately notify such employee that he/she no longer has access to any HUD system, physically retrieve the employee's PIV Card from the employee, and provide a suitable replacement employee in accordance with the requirements of this clause.

(g) Incident response notification. An incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications or data. The contractor shall immediately notify the GTR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the contractor has access.

(h) Nondisclosure of information.

(1) Neither the contractor nor any of its employees shall divulge or release data or information developed or obtained during performance of this contract, except to authorized government personnel with an established need to know or upon written approval of the Contracting Officer. Information contained in all source documents and other media provided by HUD is the sole property of HUD.

(2) The contractor shall require that all employees who may have access to the system(s)/applications(s) identified in paragraph (b) sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of three years (3) after final payment under this contract. The contractor shall provide a copy of these pledges to the GTR.

(i) Security procedures.

(1) The Contractor shall comply with applicable Federal and HUD statutes, regulations, policies and procedures governing the security of the system(s) to which the contractor's employees have access including, but not limited to:

- (i) Federal Information Security Management Act (FISMA) of 2002;
- (ii) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (iii) HUD Handbook 2400.25, Information Security Policy;
- (iv) HUD Handbook 732.3, Personnel Security/Suitability;
- (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;
- (vi) Homeland Security Presidential Directive 12 (HSPD-12); and
- (vii) OMB Memorandum M-05-24, Implementing Guidance for HSPD-12.

The HUD Handbooks are available online at: <http://www.hud.gov/hudclips> or from the GTR.

(2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1) and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date actions/procedures were initiated/completed, and certify that information contained in this compliance matrix is correct. The contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to HUD.

(3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.

(j) Access to contractor's systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor's facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2)), databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.

(k) Contractor compliance with this clause. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for default.

(l) Physical access to Federal Government facilities. The contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237 75 when the contractor's or subcontractor's employees will perform any work under this contract on site in a HUD or other Federal Government facility.

(m) Subcontracts. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

I.20 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY**(FEB 2006)**

As prescribed in 2439.107(b), insert the following clause:

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

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: [*product description, part/catalog number, other identifier, and serial number, if any*] This product has been scanned for known viruses using [*name of virus-screening product, including version number, if any*] and is certified to be free of known viruses at the time of delivery."

- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not limit the rights of the government under any other clause of this contract.

I.21. HUDAR 2452.242-70 INDIRECT COSTS

APR 1984

(a) Pursuant to the provisions of the clause of this contract entitled, "Allowable Cost and Payment" the rates listed below are established. If the column entitled, "Ceiling Rates" has rates listed, the ceiling applies for those rates only. If there are no ceiling rates listed, ceilings do not apply to this contract and the provisions of paragraph (b) of this clause are not applicable.

Period Category	Provisional	Ceiling rate	Base rate
-----------------	-------------	--------------	-----------

(To be inserted at time of award)

Effective date until amended:

(b) For the term of this contract, the final indirect rates shall not exceed the ceiling rates listed above, if any. However, in the event the indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates agreed to herein, then the rates established by such cognizant audits shall apply (downward adjustment only). The Government shall not be obligated to pay any additional amounts on indirect rates above the ceiling rates set forth for the applicable period.

I.22 AS 1301 INCORPORATION OF SUBCONTRACTING PLAN

The Contractor's approved subcontracting plan, dated _____ is a material part of this contract and is hereby incorporated by reference.

I.23. AS 1503 CONSTRUCTIVE ACCEPTANCE

In accordance with paragraph (a)(5)(i) of the clause at FAR 52.232-25, Prompt Payment, the constructive acceptance period under this contract is 30 calendar days.

SECTION J

J - ATTACHMENTS

The following attachments are provided for use by the offeror in submitting a proposal.

ATTACHMENT NO.	NUMBER	TITLE	PAGES
J-1		Sample Contractor-Provided Letter Requesting Past Performance Evaluation	1
J-2		Past Performance Evaluation Survey	1
J-3		Performance Rating Guidelines	1
J-4		Contract Pricing Proposal Format	4

Attachment J-1 Sample Contractor-Provided Letter Requesting Past Performance Evaluation

Date:

Ms. Roberta Smith, Contracting Officer
Atlanta Operations Branch
Department of Housing and Urban Development
40 Marietta Street, 15th Floor
Atlanta, GA 30303

SUBJECT: Past Performance of XYZ Corporation on Contract C-ATL-12345, Management and Marketing Services

Dear Ms. Smith:

XYZ Corporation recently completed contract C-ATL-12345, in which we provided Management and Marketing Services for your 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 C-ATL-12345 by completing the attached evaluation form and faxing it within five days of receipt to the Department of Housing and Urban Development, Attn: Preston Brown, Contract Specialist, fax: (312) 353-8965. 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.

Roger Jones
Vice President
XYZ Corporation

Attachment J-2

PAST PERFORMANCE EVALUATION SURVEY			
PLEASE FAX WITHIN 5 DAYS OF RECEIPT TO: US DEPT OF HUD ATTN: CONTRACTING OFFICER RE: RFP R-CHI-00954 FAX # 312-353-8965	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			
*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			
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 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 Comments:			
4c. COST CONTROL <input type="checkbox"/> EXCELLENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> UNSATISFACTORY Comments:			
4d. BUSINESS RELATIONS: Comments:			
5. WAS/IS THE FIRM COMMITTED TO CUSTOMER SATISFACTION? <input type="checkbox"/> YES <input type="checkbox"/> 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 J-3

PERFORMANCE RATING GUIDELINES				
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.				
MEASUREMENT CATEGORIES AND APPROPRIATE CRITERIA	QUALITY OF PRODUCTS AND SERVICES -Compliance with contract requirements -Accurate reporting -Use of appropriate personnel -Technical excellence	TIMELINESS OF PERFORMANCE -Performance milestones & delivery schedules reliably met -Responsive to technical direction -Timely completion, including wrap-up & contract admin. -No liquidated damages	COST CONTROL -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	BUSINESS RELATIONS -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.
UNSATISFACTO	Nonconformances compromised	Delays compromised	Cost issues compromised	Responses to inquiries and

RY	achievement of contract requirements.	compliance with contract requirements.	achievement of contract performance requirements.	technical/service issues were consistently ineffective and unresponsive.
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Attachment J-4

CONTRACT PRICING PROPOSAL FORMAT

This format is to be used for the submission of *information other than cost and pricing data* as defined at FAR Subpart 15.4. Use additional sheets as needed. Page no. _____ of _____

1. Offeror:	3. Solicitation No:
2. Offeror's Address:	4. Services/items to be furnished:

DESCRIPTION OF PROPOSED COST ELEMENTS

5. Direct Labor (<i>specify by category/type</i>)	Estimated No of Hours	x Rate/Hour	= Estimated Cost	
Total Direct Labor				
6. Labor Overhead (<i>specify Dept./Cost Center</i>)	Rate (%)	x Base (\$)	= Estimated Cost	
Total Labor Overhead				
7. Consultants (<i>continue on Schedule A</i>)	Rate (\$)	x Hours	= Estimated Cost	
Subtotal Consultant Costs from Schedule A				

Total Consultant Costs			
8. Other Direct Costs (from Schedule A)			
9. Subcontract Costs (from Schedule B)			
10. Total Direct Costs (add items 5 through 9)			
11. General & Administrative Expense	Rate:	% x Base: \$	(Item #s:
)		
12. Total Estimated Cost (add items 10 and 11)			
13. Proposed Fixed Fee/Profit			
14. Total Estimated Cost Plus Fixed Fee/Profit			

INSTRUCTIONS TO OFFERORS

Offerors shall use this standard format to submit summaries of their estimated costs for review and analysis by the Government. See also FAR clause 52.215-20 and its Alternate I included in the solicitation.

Offerors are expected to act in good faith in disclosing their cost or price estimation process. Offerors shall incorporate as part of, or submit with this format any additional information, e.g., schedules, which supports and substantiates the proposed costs, and which is reasonably required for review and analysis in light of the specific facts of this acquisition. The information submitted or otherwise made available by offerors shall include:

Existing, verifiable data;

The judgmental factors applied in projecting from known data to the estimates; and,

The contingencies used in developing the offerors' proposed cost or prices.

Offerors shall describe any relevant information that it is impracticable to include in this format or attachments. Offerors shall make such information available to the Contracting Officer or his/her representative upon request.

Line item instructions:

1. Enter the name of the firm, partnership, organization, etc., submitting the offer.
2. Enter offeror's full, current address.
3. Enter the Government's solicitation number from the Request for Proposals (RFP).
4. Enter the title of the proposed contract shown on the RFP. (NOTE: *When this format is used for subcontractors, enter a brief description of the services or the tasks - and any task numbers - to be performed by the subcontractor.*)
5. List each category or classification of direct labor proposed to be used under the contract. Enter the proposed number of hours and hourly rate for each classification. Multiply the rate by the number of hours and enter the product in the "Estimated Cost" column. Add the estimated cost for all classifications and enter the sum in the "Total Direct Labor" row. (NOTE: *If the rate is "loaded," i.e., includes more than salaries, include explanation and breakdown of the components of the rate.*)
6. Enter each cost center, department or other entity for which **direct labor** overhead is to be charged. Enter the rate and base for each. Multiply the rate(s) by the (base(s) and enter the product(s) in the "Estimated Cost" column. Add the estimated cost for each labor overhead cost center and enter the total in the "Total Labor Overhead" row. (NOTE: *Do not include any direct labor overhead here that is already included in loaded rates in item 5 above.*)
7. List proposed consultants by name or company (if known) or other description, e.g., type. Enter **hourly** rates and number of hours proposed for each. Multiply each rate by its corresponding base and enter the product in the "Est. Cost" column. Add the estimated cost totals and the total from Schedule A and enter the sum in the "Total Consultant Costs" row.
8. Enter the total of the itemized Other Direct Costs from Schedule A.
9. Enter the total subcontract costs from the individual subcontract pricing proposal sheets (Schedule B). Use separate Schedule B for each subcontractor.
10. Add the totals from items 5, 6, 7, 8 and 9 and enter the sum.
11. Enter the G&A rate (percentage), the dollar amount of the base to which the rate is applied, and the cost element item numbers to which the rate applies (e.g., Direct Labor, Direct Labor Overhead, etc.). Multiply the rate by the total of those items (i.e., the base) and enter the product.
12. Add the amounts in rows 10 and 11 together, and enter the sum.
13. Enter the amount of proposed fixed-fee or profit.
14. Add the amounts in rows 12 and 13, and enter the sum.

12. Total Estimated Cost		
13. Fee or Profit		
14. Total Estimated Cost And Fee/Profit		

SECTION K

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS 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 **541990**

(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.

K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES and CERTIFICATION.

As prescribed in [30.201-3](#), insert the following provision:

Cost Accounting Standards Notices and Certification (June 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period

immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.3 DISCLOSURE OF CONTACTS

By submission of its offer, the offeror certifies that it has disclosed all contacts with all Government personnel that have occurred prior to submission of the offer as regards to this specific project (except that contacts with personnel from the Office of the Chief Procurement Officer (OCPO) or the Office of Small and Disadvantaged Business Utilization (OSDBU) need not be identified.)

SECTION L**L – SECTION L - INSTRUCTIONS, CONDITIONS, 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 this/these address(es):

L.2 Federal Acquisition Regulations Clauses and Provisions: <http://www.acqnet.gov/far/>

FAR 52.222.46 Evaluation of Compensation for Professional Employees (FEB 1993)

L.3 52.215-1 Instructions to Offerors—Competitive Acquisition JAN 2004

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.4 52.215-20 REQUIREMENTS for COST or PRICING DATA or INFORMATION OTHER THAN COST or PRICING DATA. (OCT.1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with [Table 15-2](#) of FAR [15.408](#).

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

Alternate I (Oct 1997)

As prescribed in [15.408](#)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

See Section J; J-4

L.5. FAR 52.216-1 TYPE OF CONTRACT

(APR 1984)

The Government contemplates award of a Cost Reimbursement Plus Fixed Fee; Firm Fixed Price and or Time-and Material/Labor- Indefinite Quantity contract resulting from this solicitation.

L.6. FAR 52.233-2 SERVICE OF PROTEST

(SEPT 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Gene Hamilton Jackson.

U.S. Department of Housing and Urban Development
Chicago Field Contracting Operations
77 West Jackson Boulevard, Room 2517
Chicago, IL 60604-3507
Attn: **Gene Hamilton Jackson, Contracting Officer**

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

L.7. HUDAR 2452.215-70 PROPOSAL CONTENT

(OCT 1999)

(a) Proposals must be submitted in two parts (Technical & Management Proposal and Business Proposal) 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 the technical and management part may be evaluated strictly on its own merit. Proposals must be submitted in the format, if any prescribed elsewhere in this solicitation. Proposals shall enclosed in sealed packaging and addressed to the office specified in the solicitation.

Proposals must be submitted in an original and four (4) complete copies of Part I (Technical and Management) and an original and four (4) complete copies of Part II (Business Proposal). Facsimile and electronic (e.g. via e-mail) proposals will NOT be accepted. However, offerors may submit one copy of proposal on CD ROM in lieu of one paper copy. Proposals must be accompanied by a cover letter providing the following information:

- RFP number to which the proposal is addressed
- Name, address, telephone and fax numbers of the firm submitting proposal
- Name, address, telephone/fax numbers and email address of person(s) preparing the proposal
- Point of contact(s) if different from above

The proposal must be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather must provide convincing rationales to address how the Offeror intends to meet these requirements. Offerors must assume that the Government has no prior knowledge of their facilities and experience and will base the evaluation on the information presented in the Offeror's proposal.

The Offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on outside of the package. The offeror must clearly mark the outside of all packaging including, all envelopes, express mail packaging, etc.

(b) TECHNICAL AND MANAGEMENT

Part I - Technical proposals submitted in response to this RFP should contain the following:

1. An explicit description of the Offeror's organizational capabilities and management experience to provide the types of financial research services contemplated by this RFP. Such description should include a listing and brief synopsis of all relevant research by the Offeror completed within the past two years and any proposed joint ventures, subcontractors, or consultants that will participate in this project.
2. Identification of the individual(s) to be assigned overall responsibility for the project and resumes with relevant research background of key personnel who are to be assigned by the project with the percentage of time each will devote to the project. The resumes should include a description of the experience of the key personnel in carrying out comprehensive studies and their experience regarding the operations of a Cabinet-level Federal Government Agency.
3. The Offeror's management plan for responding to individual Task Orders and coordinating the overall effort of the proposed contract.
4. Offerors shall include in their proposals a complete description of how they would address the Sample Task Order. The description should include proposed methodology, proposed staff assignments, level of effort by subtask, and cost estimates.
5. The Offeror must also list all contracts and projects performed by the staff proposed for this contract that require economic and community development expertise, regardless of whether they were completed on time or within budget. These references will be checked carefully, and will be grounds for disqualification if they indicate a pattern of unsatisfactory performance.

Technical and Management Approach: The extent to which the offeror's proposed technical and management approaches, processes, plans and quality controls address the requirements of the RFP and reflect the offeror's ability to successfully complete the proposed contract. The government will evaluate each offeror's technical and management approach to assess the offeror's understanding of the of this RFP's requirements and the offeror's overall approach to providing the required services.

Past Performance

- a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed **\$500,000.00**. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.
- (b) Offerors shall submit a list of all or at least **5** contracts and subcontracts completed in the last **5** years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.
 - (1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.
- (c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.
 - (1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.
 - (2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.
 - (3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.
 - (4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.
- (d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.
- (e) Offerors must send Contractor-Provided Letter Requesting Past Performance Evaluation (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.
 - (1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.
 - (2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.
- (f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-

quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

- (1) Identify the segment of the company (one division or the entire company) which received the award or certification.
- (2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Evaluation Form identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.
- (h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.
- (i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

Technical Questions

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. HUD must receive the questions no later than ten calendar days after the date of the solicitation. HUD will answer questions, which may affect offers by either by e-mail or letter. HUD will not reference the source of the questions.

Part II – BUSINESS PROPOSAL .

1. Complete the Standard Form 33, Solicitation, Offer and Award, specifically Blocks 12-18, and place the DUNS number on the cover of the SF 33, In addition, include acknowledgement of any amendments, if any.
2. The offeror shall complete in Section B. Price Schedule, proposed labor rates for identified project managers and principal investigators who will be responsible for the conduct of work under the contract. Proposed labor rates for general labor categories, e.g., senior consultant, analyst, and clerical. All proposed burden rates with a breakdown of the associated indirect expense pools and an identification of the base against which they are being applied. (See Section J, Attachment 4, Contract Pricing Proposal Format). Also, provide a narrative that thoroughly discusses and justifies the rates submitted (e.g. overhead, G&A, profit, etc.).
3. Complete Section I- Key Personnel.
4. Complete Section K- Representations and Certifications (Include a statement that the offeror has registered in Central Contractor Registration (CCR) site and has submitted Annual Representation and Certifications via the On-line Representations and Certifications Application).
5. Past Performance: The Offeror shall submit performance information in accordance with the Section L (see Section J, Attachment 1, 2 and 3.titled “Requesting Past Performance Evaluation , Past Performance Evaluation Survey and Performance Rating Guidelines Information. Also, The must disclose all contacts with all Government personnel in regards to this specific project that have occurred prior to

submission of this proposal, except that disclosure is not required for contacts with personnel from HUD's Office of the Chief Procurement Officer (OCPO) or Office of Small and Disadvantaged Utilization (OSDBU).

6. Subcontracts: Identify subcontractors or team subcontractors. The Offeror shall submit notices of intent with their proposal. The successful offeror shall provide within five (5) calendar days of issuance of notice of award, one copy of each proposed Team Subcontract agreement (when applicable). Offeror must provide a Subcontract Plan Other Than Small Businesses in accordance to FAR 19.702 (b)(1).

PROPOSALS ARE DUE NO LATER THAN 3:00 PM CENTRAL TIME ON August 28, 2008. All envelopes must be marked:

PROPOSALMAILROOM – DO NOT OPEN!!!

Mail proposals to:

U. S. Department of Housing and Urban Development

Chicago Field Contracting Operations

77 West Jackson, Room 2517

Chicago, Illinois 60604-3507

Attention: **Preston Brown, Contract Specialist**

L.8 AS 2102 LIMITATION ON SIZE OF TECHNICAL PROPOSAL (FEB 2003)

Technical proposals submitted in response to this solicitation shall be limited to 150 pages of text for the overall effort AND limited to 30 pages for the Sample Task Order. The above page limitations for each technical proposal includes the cover letter and any resumes, statement of corporate capability and experience, statements of subcontractor capability and experience, lists of previous research, brochures, organization charts, graphics, attachments or exhibits. OFFERORS SHALL NOT SUBMIT ANY RESEARCH REPORTS OR OTHER SAMPLES OF RESEARCH PRODUCTS COMPLETED UNDER PREVIOUS PROJECTS. All pages of each technical proposal for the overall effort and Sample Task Order must be numbered consecutively starting from Page 1. The business proposal and associated certifications from Section K are automatically excluded from the above limitations. Any exclusions from the limitation other than the business proposal are listed below. If no exclusions are listed below, the above limitations apply to the respective technical proposals.

For the purpose of this provision, a page consists of a single leaf of paper, 8 ½ inches by 11 inches, printed on one side only. However, offerors are encouraged to use recycled paper printed on both sides (see FAR 52.204-4 "PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER"). A single leaf of paper printed on both sides constitutes two pages for the purpose of this limitation. The point size for the technical proposals should be 12 or greater.

If an offeror submits a proposal that exceeds the number of pages specified as the page limit in this provision, the pages exceeding the limit will not be evaluated and this may have a negative effect on the offeror's evaluation.

The following information is exempt from the limitation set forth in paragraph (a) –

RESUMES and REFERENCES.

Offerors are encouraged to use recycled paper and to use both sides of the paper (See FAR clause 52.204-4).

L.9 AS 2309 SUBCONTRACTING GOALS

In accordance with FAR Part 19.702 and HUDAR 2452.219-70, the contractor shall provide the maximum practicable subcontracting opportunities to small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. HUD's subcontracting goals for the current fiscal year are provided below and are expressed as percentages of the total value of the contract.

HUD SUBCONTRACTING GOALS:

The total value of the proposed small business subcontracting effort as it relates to the total value of the prospective order.

- Up to 57%- Small Business Within that total, the following subordinate goals shall apply:
- 5% - Small Disadvantaged Business (SDB)
- 5% - Women-Owned Small Business (WOSB)
- 3% - Service-Disabled Veteran-Owned Small Business (SDVOSB)
- 3% - HUBZone Small Business

For acquisitions where subcontracting opportunities exist, each offeror's subcontracting plan will be evaluated in accordance with the evaluation factors in Section M.

Submission Subcontracting Plan Participation applicable to Other Than Small Businesses in accordance to FAR 19.702 (b)(1).

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in subcontracting with HUD prime contractors. To reinforce its commitment, HUD has established a small business subcontracting participation goal of up to 57% of the total value of each contract action (including task orders, modifications and options). Contractors shall address in their proposal the manner in which they propose to contribute to the Department achieving the small business goal. In addition to the technical merit evaluation factors enumerated above, proposals shall be evaluated in terms of subcontracting opportunities provided to small business concerns. The evaluation shall consider the following criteria:

Specific commitments from small business concerns to assist in the offeror's proposed effort as evidenced in the proposal.

Substantive nature of the subcontracted work being proposed as required by the request for quote or solicitation. In conjunction with the overall evaluation of cost/price, the offeror's demonstrated ability to meet the small business subcontracting criteria identified above shall have a significant bearing on the Department's overall determination of which offer represents the best value to the Department.

SECTION-M

SECTION– M EVALUATION FACTORS FOR AWARD

M.1. AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (NOV 2002)

For the purposes of evaluation of offers and the selection of the Contractor or Contractors under this solicitation, the combined relative merit of the offeror’s technical proposal as evaluated in accordance with 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 specific weight, it shall be considered a significant criterion in the overall evaluation of proposals. HUD will evaluate the Contractor’s proposed cost/prices for the base period and all option periods. HUD will evaluate pricing and supporting data to the extent necessary to ensure the proposed level of effort is consistent with the technical proposal submitted and that the rates submitted are reasonable.

M.2. SOURCE SELECTION PROCEDURES

A. The Contracting Officer has determined to use the Conventional Source Selection method for this best value analysis: A Best Value Tradeoff analysis process. The Contracting Officer anticipates awarding a contract without entering into discussion with offerors: however, the Contracting Officer reserves the right to engage in discussion if warranted. 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 Request for Proposal (RFP) will be evaluated using a Best Value Tradeoff process that will entail a qualitative evaluation of proposals using the following factors – Technical and Management, Understanding the Problem, Research Approach, Qualifications of Key Personnel, Organizational Capacity and Past Performance. The factors listed are equal in importance. The final selection will be made using the qualitative factors and the price evaluation as the tradeoff factors for offers ultimately determined to be technically acceptable for all factors evaluated.

C. After completion of the technical evaluation, if the CO determines to award without conducting discussions, then only 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 (discussion/negotiations/clarifications). After exchanges are completed, offerors in the competitive range will be required to submit Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and one or more contracts will be awarded.

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 evaluated price.

F. No award will be made to an offeror who is not determined to be responsible in accordance with FAR 9.104. The Contracting Officer will determine if the apparent winning offeror is responsible.

M.3. EVALUATION FACTORS FOR AWARD

Basis for Selection

In considering you for a contract award, HUD will seek an agreement that represents the best overall value to the government. This will include an evaluation of the technical merits of your proposal, your offer price, and your proposed subcontracting plan, if applicable. The government will evaluate each offeror's technical approach to assess the offeror's understanding of the scope of the acquisition and overall approach to providing the required services.

The offeror's proposal will be evaluated in accordance with the following factors:

Factor 1: Understanding of the Problem and Research Approach

The extent to which the proposal demonstrates an understanding of the issues surrounding HUD's community development programs, in general, including a particular knowledge of the Office of University Partnership program. Specific knowledge of community development and work in this area will be assessed.

Clarity, detail and technical quality of the offeror's proposal that evidences both analytical ability and awareness of the problems inherent in the scope of work, will be considered. Include in this consideration are methods for evaluating community development grant programs. Contractors will also be rated on the extent they offer innovative approaches for efficiently measuring community development program outcomes.

In particular, the quality and feasibility of the offeror's discussion of the sample task order and its technical approach to undertaking the work, with particular emphasis on its discussion of the research questions appropriate for an evaluation of the Office of University Partnership Program, the specific data the offeror recommends he collected sampling approach, proposed analysis, and outline for a final report.

Factor 2: Qualifications of Key Personnel

The experience and qualifications of key in-place full-time personnel in organizing and conducting research in this field will be evaluated, along with the capabilities of subcontractors and consultants available to the offeror. The proposal should identify the key in-place professional personnel who will perform the work described in this RFP. Evidence of experience and capability (including the identification of the in-place full-time employees who will be assigned responsibilities in connection with tasks under this agreement) should be included in the proposal. In addition, a complete set of resumes of all employees and subcontractors with education or experience in community development programs or research should be included in the proposal as well as other resumes the Offeror believes relevant.

Please discuss the above in relation to a) the Principal Investigator and b) the Supporting Staff.

Factor 3: Organizational Capacity

The experience, background and capability of the offeror including management and administrative ability, and experience and expertise in research in community development will be evaluated. This will include the capability of the offeror in obtaining and managing subcontractors. Consideration will be given to the following five factors:

- a) The offeror's experience with its proposed personnel in designing and carrying out research on community development issues.

- b) The offeror's ability to respond with an effective in-place operating organization that will permit it to accomplish the project's objectives.
- c) The offeror's present administrative and management ability to schedule and manage research in a timely fashion. Evidence of this ability may include the offeror's experience in successfully managing, simultaneously, a number of research projects and completing them in a timely manner and within budget.
- d) The offeror's methods for ensuring adequate coordination among sub-contractors and consultants, if any are proposed.
- e) The clarity of the offer's management and work plan for the sample task order particularly to the extent that the management and work plan shows the number of hours each staff person will work on each task, and that distribution of staff time is appropriate and consistent with the offeror's proposed approach to undertaking the sample task order.

Method of Evaluation:

Excellent. Based upon the offeror's proposal, no doubt exists that the offeror will successfully provide acceptable and timely service in accordance with contract requirements. The technical and management approach has no deficiencies or weaknesses, which indicates the offeror has a very clear understanding of the requirements for skills and processes necessary to perform the contract.

Good. Based upon the offeror's proposal, little doubt exists that the offeror will successfully provide acceptable and timely service in accordance with contract requirements. The technical and management approach has no deficiencies, but has one or more minor weaknesses. The Offeror has a clear understanding of the requirements for skills and processes necessary to perform the contract.

Fair. Based Upon the offeror's proposal, substantial doubt exists that the offeror will be able to provide acceptable and/or timely service in accordance with contract requirements. The technical and management approach has no deficiencies but many minor weaknesses which indicate the offeror probably has a clear understanding of the requirements for skills and processes necessary to perform the contract.

Poor. Based upon the offeror's proposal, substantial doubt exists that the offeror will be able to provide acceptable and/or timely service in accordance with the contract requirements. The technical and management approach submitted has one or more serious deficiencies that indicate the offeror probably does not clearly understand the requirements for skills and processes necessary to perform the contract.

Unsatisfactory. Based upon the offeror's proposal, it appears likely that the offeror will be unable to provide acceptable and/or timely service in accordance with the contract requirements. Either the technical and management plan was not submitted or many serious deficiencies in the plan exist rendering the plan unacceptable.

Factor 4: Past Performance

Demonstrated record, as confirmed by references, of successful past performance of the same or similar work, including schedule and delivery compliance. The offeror shall identify past or present contracts (including Federal, State and Local government and private) for efforts similar to this requirement. In the case of an offeror without a record of relevant past performance or for whom information in past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

Please provide references for all contracts performed in the **last five years** for contracts of this type or same or similar efforts, or indicate the inability to provide references due to no relevant performance history. The information should be provided as follows:

- a) Contract number
- b) Description of services
- c) Contracting Officer and Government Technical Representative
- d) Agency or organization
- e) Original and Final Dollar amounts
- f) Original and final contract performance periods
- g) An indication of whether the contract was completed on time and within budget, and an explanation of any failure to complete on time and within budget

The government will evaluate an offeror's past performance based on information obtained by the contracting officer from any references associated with the offeror's described contracts/projects. The government will evaluate an offeror's past performance based on surveys completed by references involving services or substantially similar services of those required under this contract for the three-year period prior to solicitation. The government will utilize the past performance evaluation survey **(Section J, Attachment J.2)** in developing past performance information.

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 award, the government will afford the offeror the opportunity to comment on the harmful information. The government considers this as a permitted exchange of information, and not as a discussion.

Method of Evaluation:

Excellent Based upon the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. Past performance of most recent similar services indicated no problems attributable to offeror's performance.

Good Based upon the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. The offeror's past performance reveals a few minor performance problems. In all cases the offeror's response to problems was timely and effective.

Fair Based upon the offeror's performance record some doubt exists that the offeror will successfully perform the required effort. The offeror's past performance indicates some performance

problems with the past three years and the offeror took necessary action when the problems arose. Some feedback indicated that the offeror's response to findings of deficient performance could have been more timely or effective. This rating may also be the result of being unable to verify past performance with one or more references submitted even though one or more provided favorable ratings.

Unknown No performance record for the offeror is identifiable or the Government is unable to contact any of the references submitted. Performance is neither positive nor negative.

Poor Substantial doubt exists that the offeror will successfully perform the required effort. Either the offeror failed to submit sufficient information to obtain a higher rating or the offeror's past performance of contracts within the past three years indicated significant performance problems, all of some of which the offeror may have addressed, but not sufficiently to mitigate concerns regarding future performance.

If the offeror is a new entity and none of its key personnel and major subcontractors have ever performed work for others that is similar to the requirements in this solicitation, the government will record the evaluation of the offeror's past performance as "Not Applicable."