

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____ 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

CONTINUATION OF SF-1449, BLOCKS 19-24**SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS**

1. This Solicitation and resulting Contract will be for the acquisition of non-personal services. The Contractor shall provide Ginnie Mae with services as a Master Subservicer in accordance with the attached Statement of Work. The contractor shall be prepared, capable and staffed to perform the complete range of services expected of an issuer under the Government National Mortgage Association (Ginnie Mae) Mortgage-Backed Securities (MBS) program. The services include, but are not limited to providing services in connection with issuer defaults, and servicing current, delinquent and defaulted loans, both pooled and non-pooled, including foreclosure services, management and disposition of acquired properties (REO), and preparation and submission of insurance or guarantee claims to FHA, RD, VA and PIH and reporting to Ginnie Mae in accordance with the attached statement of work.
2. The contractor shall provide services set forth in the statement of work.
3. This contract consists of a set of contract clauses for fixed-priced, labor hour, and time-and-material task orders. The appropriate contract clause shall apply in regard to their respective task order type.
4. Firm fixed priced, fixed unit price, labor hour, and time and materials line items provided in the schedule of this contract shall be applicable for this contract. Any task orders will be ordered by the designated ordering official through the issuance of task orders. The prices provided shall be applicable for the duration of this contract.
5. Task Order types will be fixed unit priced, labor hour, or time and materials.
6. This is an Indefinite-Quantity Requirements contract as defined in Subpart 16.503 of the Federal Acquisition Regulation (FAR), clause FAR 52.216-21, Requirements . Services provided by the contractor under this contract shall be secured by the issuance of delivery (for supplies) or task (for services) orders placed in accordance with the following clauses: FAR 52.216-18 Ordering, FAR 52.216-19 Order Limitations, and Task Ordering Procedures.
7. The Offeror must complete and submit pricing information for the schedule below. NOTE: The information relevant to the estimated quantity is provided for proposal preparation purposes only. Offeror(s) should not interpret the “evaluated quantities” to represent the actual quantities that will be ordered under the resultant contract. The information is the “best-known” information at this time and is subject to change. Offerors are cautioned that the Government “does not” certify that the information is complete and accurate.

BASE PERIOD (Sept 1, 2008 through August 31, 2011)

CLIN	Description	Estimated Quantity	Unit	Unit Price	Total
0001	Transition In (Firm Fixed Price)	1	Each		\$
0002	Contract Services - Fixed Price	36	Months		
0003	Default Services – Time & Materials				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,928	Hours		
	IT Programmers	200	Hours		
	Material Associated with Default (NTE)				\$95,600.00
0004	Loan Servicing - Fixed Unit Price	6,000	Per Loan/Monthly		
0005	Asset Management – Reimbursables Expenses (NTE)				\$6,000,000.00
0006	Legal Services –Labor Hour				
	Sr. Attorney	1,070	Hours		
	Paralegal	2,500	Hours		
	Staff Attorney	800			
0007	Analytical and Research Services (Labor Hour) (NTE)				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,670	Hours		

FIRST OPTION YEAR (September 1, 2008 through August 31, 2012)

CLIN	Description	Estimated Quantity	Unit	Unit Price	Total
0102	Contract Services - Fixed Price	12	Months		
0103	Default Services – Time & Materials				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,928	Hours		
	IT Programmers	200	Hours		
	Material Associated with Default (NTE)				\$95,600.00
0104	Loan Servicing – Fixed Unit Price	6,000	Per Loan/Monthly		
0105	Asset Management – Reimbursables				
	Expenses (NTE)				\$2,000,000.00
0106	Legal Services – Labor Hour				
	Sr. Attorney	1,070	Hours		
	Paralegal	2,500	Hours		
	Staff Attorney	800	Hours		
0107	Analytical and Research Services				
	(Labor Hour) (NTE)				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,670	Hours		

SECOND OPTION YEAR (September 1, 2012 through August 31, 2013)

CLIN	Description	Estimated Quantity	Unit	Unit Price	Total
0202	Contract Services - Fixed Price	12	Months		
0203	Default Services – Time & Materials				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,928	Hours		
	IT Programmers	200	Hours		
	Material Associated with Default (NTE)				\$95,600.00
0204	Loan Servicing - Fixed Unit Price	6,000	Per Loan/Monthly		
0205	Asset Management – Reimbursables				
	Expenses (NTE)				\$2,000,000.00
0206	Legal Services – Labor Hour				
	Sr. Attorney	1,070	Hours		
	Paralegal	2,500	Hours		
	Staff Attorney	800			
0207	Analytical and Research Services				
	(Labor Hour) (NTE)				
	Vice President/1 st Vice President	200	Hours		
	AVP/Manager Investor Accounting	840	Hours		
	Portfolio Liaisons	1,670	Hours		
0208	Transition Out	1	Each		\$

MULTIPLE AWARDS

These services may be awarded to one or two Contractors. In this solicitation all references to “Contractor” shall be deemed to include all Contractors to whom award is made. If awards are made to two Contractors, the following provisions shall apply. It is Ginnie Mae’s goal to achieve relative equivalency in subservicing portfolio size between the two awardees, subject to the provisions set forth below.

(a) Within six months of award of this contract, the existing Ginnie Mae subservicing portfolio shall be divided and distributed between the two Contractors in substantially equal shares, provided that the composition of each defaulted issuer portfolio is maintained to accomplish the goal of achieving relative equivalency in subservicing portfolio size between the two awardees.

(b) Subservicing of the portfolios of issuers defaulted during the term of this contract shall be awarded to each Contractor in rotation.

(c) Award of defaulted issuer portfolios to the Contractor next in the rotation shall be subject to the following provisions. Ginnie Mae reserves the right to review, at the time of acquisition of each defaulted issuer portfolio, the following factors in determining award of a defaulted issuer’s portfolio to a Contractor: (i) geographic location of the defaulted issuer, (ii) defaulted issuer portfolio size, and (iii) capacity of the Contractor next in the rotation.

(d) In the event one of the awardees defaults, the Government may unilaterally transition current work from the defaulted issuer, as well as assign all new work to the remaining Subservicer.

STATEMENT OF WORK

Background

(a) Ginnie Mae requires the services of a Master Subservicer. An eligible Offeror under this solicitation shall demonstrate that it meets the following requirements:

- **It is an approved Ginnie Mae Single Family Issuer and maintains current MBS issuer eligibility.**
- **It can provide IT infrastructure to support the services as described in the Statement of Work (SOW)**
- **It is capable of completing Transition In, including National Institute Science Technology (NIST) certification accreditation by Ginnie Mae, under the SOW within six months from date of award.**

Failure to satisfy these three requirements shall render the Offeror's proposal ineligible for further consideration.

(b) Ginnie Mae holds a defaulted single family portfolio totaling approximately \$ 450 million . Between fiscal years 2004 and 2008, there were six defaults estimated at \$750 million. The future level of default activity is uncertain and dependent upon various program and economic factors. In difficult economic times Ginnie Mae must be prepared to handle a large volume of defaults to insure it can fulfill its guarantee obligations.

In the future Ginnie Mae may assign additional portfolios to the Contractor as the need arises. All loans being subserviced by Ginnie Mae's existing Master Subservicer will be transferred to the Contractor for servicing.

Ginnie Mae reserves the right to sell any or all of its portfolios during the period of this contract. Full cooperation from the Master Subservicer will be required.

(c) In October of 2007, Ginnie Mae launched the Home Equity Conversion Mortgage-Backed Securities program (HMBS). The HMBS program provides a standardized structure for the securitization of FHA insured Home Equity Conversion Mortgages (HECMs). The HMBS is a new class of Ginnie Mae security backed by HECM loan participations. While the pooling requirements are similar to the Ginnie II program, the servicing and investor reporting requirements for the HMBS program are quite different. Ginnie Mae's HMBS program permits Issuers to securitize only the drawn balances on HECM loans. These balances, which represent participation interests in the related HECM loan, are referred to as Participations. Participations generally consist of advances made to borrowers, monthly insurance premiums paid to Federal Housing Administration (FHA) and accrued interest, which may include certain servicing fees and guaranty fees. Issuers are required to track and account for these Participations separate from the underlying HECM loan. In addition, Issuers are required to report monthly on the HECM loan and the related pools.

Because this is a new program, Ginnie Mae has no experience with which to gauge the likelihood of Issuers in defaults. The risk profile of an Issuer of HMBS and related portfolios are quite different from that of the other Ginnie Mae MBS programs. The FHA insurance provides lenders with protection against a decline in the value of the property and the risk that a borrower's loan balance exceeds the value of the home. In addition, lenders have the ability to assign loans to FHA once the loans reach 98% of the FHA insurance amount. HECM loans do not require a monthly payment and are not required to be repaid until such time as the property is sold or the borrower has passed away. As such, there is minimal credit risk at the borrower level. Based on the risk profile of the HMBS program and Issuer obligations and protections, Ginnie Mae does not anticipate a

significant number of HECM Issuer defaults. The successful Offeror shall have capacity to service defaulted HECM portfolios not later than 6 months after contract award.

Transition In (CLIN 001)**TASKS:**

The Contractor shall provide a detailed plan describing how they will transition all services to be provided under this Master Subservicer contract from Ginnie Mae's current Master Subservicer to its own operation. The transition plan shall detail all specific actions that need to be taken and their expected completion dates. First, the transition plan shall identify critical implementation issues and elaborate on how the Contractor will address such issues. Second, the transition plan shall be comprehensive and assure Ginnie Mae that the work can be transitioned to the new Contractor within six months of contract award, including the required certification and accreditation. Third, the transition plan shall be implemented and completed with no reduction in service to Ginnie Mae. Following award of this contract the Contractor shall meet with Ginnie Mae to finalize the transition in plan which shall provide for the orderly transition of the work performed under this contract.

The Contractor's infrastructure and systems for production, development, disaster recovery, and test sites must be Certified and Accredited by National Institute Science Technology (NIST) standards within the six month transition period. Ginnie Mae will conduct this certification and accreditation. This includes all Contractor provided hardware and software which will be utilized to process any information on behalf of Ginnie Mae or the Government. The Contractor shall provide a six month transition-in plan with clear deliverables, milestones and dates which is thorough and comprehensive. The Contractor shall identify any potential risks and propose mitigation strategies to address any identified risks during the transition-in. The Contractor shall demonstrate readiness to perform and demonstrate all processes and functions required under the SOW prior to final contract implementation including the disaster recovery test. The Contractor shall provide a certification of readiness, and documentation to support and demonstrate a complete and accurate transition-in.

The Contractor shall inventory, board and take possession and control of all files and records, for both pooled and non-pooled loans in existing defaulted portfolios to be transferred from Ginnie Mae's present Master Subservicer(s). Transfer costs may include, but are not limited to costs of taking possession of the accounts and custodial files, IT transfers, computer and other system conversion, travel, establishment or transfer of tax service, and custodial release fees or any other charges imposed by the document or funds custodians.

Contract Services (CLINS 0002, 0102, 0202)**TASKS:**

The Contractor shall be prepared to perform the complete range of services expected of a Ginnie Mae issuer. These services include, but not limited to providing default services, servicing current, delinquent and defaulted loans, both pooled and non-pooled, including foreclosure services, management and disposition of acquired properties (REO), preparation and submission of insurance or guarantee claims to FHA, VA, RD, and PIH, and reporting to Ginnie Mae. The Contractor shall also provide, on a monthly basis, the accounting reports to Ginnie Mae (example of reports are attached). The Contractor shall have an automated process for producing the Ginnie Mae monthly accounting reports. (See CLIN 0004 - Item #2).

The Contractor shall maintain the capacity and readiness to execute simultaneous multiple issuer defaults, including defaults of the largest Ginnie Mae issuers i.e., those with more than \$10 billion in Ginnie Mae pools.

Default Services (CLINS 0003, 0103, 0203)**TASKS**

The Contractor must have the ability to service one or more defaulted MBS portfolios. Furthermore, the Contractor must have knowledge in servicing HECM loans and be prepared to service HECM loans within 6 months of contract award. The Contractor shall understand the specific program requirements outlined in the Ginnie Mae's Mortgage-Backed Securities Guide 5500.3 (Ginnie Mae Guide) and be able to fulfill the monthly reporting requirements. In addition to complying with specific FHA, VA, RD, PIH and Ginnie Mae servicing requirements for loans, the Contractor shall adhere to all other requirements contained in this statement of work as follows:

1. When notified by the Contracting Officer of a default of a Ginnie Mae issuer, the Contractor shall effectively work with Ginnie Mae in securing control of the defaulted issuer's portfolio. Depending on the default, this might entail one or more persons being at the site of the defaulting issuer within 24 hours of notification of the intention to default the issuer. The Contractor shall begin the transfer of the servicing and taking custody of servicing files and electronically-stored information files as soon as possible. The transfer shall be completed as quickly and efficiently as possible, minimizing disruptions to the borrowers. In addition to the transfer of files and electronically stored information, the Contractor shall assume control of the repossession inventory and the accounts in legal status (i.e., eviction notices, loans in default) for meeting all requirements of FHA, RD, PIH and VA. The Contractor shall follow the procedures in Ginnie Mae's Default Management Operating Procedures Manual for Master Subservicer and instructions by the GTR. (The Manual is an attachment to Section J the Request For Proposal). (Default Management Operating Manual Exhibit 4)
2. Upon execution of a new issuer default, and the Contractor determines that available funds in the P&I accounts are not sufficient to make full, timely payment to Ginnie Mae security holders, the Contractor shall notify Ginnie Mae of the amount needed to be advanced on or before the second business day prior to the 15th of the month by a signed original Form Number SFPR-1 for Ginnie Mae I pools and on or before the 20th day of the month by a signed original Form Number SFPR-2 for Ginnie Mae II pools. Ginnie Mae will wire funds to the P&I Custodian Accounts in time for the payment of Ginnie Mae I security holders on the 15th of the month and Ginnie Mae II security holders on the 20th day of the month. All money collections, including advances after providing for security holder payments, are to be returned by wire to Ginnie Mae as of the close of business on the 20th of each month for Ginnie I and the 25th of each month for Ginnie Mae II. (Time permitting

the above will apply i.e., Ginnie Mae might be without Master Subservicer assistance making the first pass through directly).

3. The Contractor shall establish Principal and Interest (P&I) and Taxes and Insurance (T&I) bank accounts in accordance with the Ginnie Mae Master Agreements. (These letter agreements are in the Ginnie Mae Guide). Once these bank accounts are established, Ginnie Mae will transfer P&I and T&I funds from the defaulted Ginnie Mae issuer or prior Subservicer to the Contractor. The Contractor may transfer document custodian files from one document custodian to another document custodian only with prior written approval by Ginnie Mae (GTR/GTM). In accordance with Paragraphs V1 (A) and (B) of HUD Form 11715 (Master Custodial Agreement), no document custodian shall impose a fee for releasing pool documents if the Master Subservicer elects to relocate the documents within a reasonable period following Ginnie Mae's declaration of default.

4. The Contractor shall transfer each portfolio from a defaulted issuer within 5 business days of default seizure. The allowable, allocable and reasonable costs for the transfer include, but are not limited to, costs of taking possession of the accounts and custodial collateral files, ADP transfers, computer or other system conversion, travel (including transportation and lodging), shipping costs, transfer of tax service, and custodial release fees or any other charges imposed for releasing pool documents within a reasonable period following Ginnie Mae's declaration of default.

5. The Contractor shall work collaboratively with Ginnie Mae or its agent in conducting a review, on an expedited basis, of the files and records received from the defaulted issuer and those documents held by the document custodian with respect to the pools and the information received by Ginnie Mae from the Contractor in order to assist Ginnie Mae in determining P&I and T&I shortages and potential losses resulting from the defaulted issuer's actions, errors or omissions. The Contractor shall also begin stabilizing the loan servicing, loan administration and foreclosure/REOs, identify any missing or defective documents or items, and take reasonable steps as may be necessary to correct any such defects.

6. The Contractor shall conduct a sample review of the files and records received from any newly defaulted issuer, including the documents held by the document custodian, and financial information received from the defaulted issuer or Ginnie Mae. The purpose of this review shall be to ascertain the status of the loans and pools to identify any missing or defective documents needed to complete the FHA, VA, PIH or RD insurance process on any loans where such action is necessary. The review and report shall be provided to the GTR within 30 days of the default. The Contractor is responsible to correct missing and defective documents. The Contractor is also responsible for taking the necessary action to complete the insurance process for any loans that have not been insured or guaranteed by FHA, VA, PIH or RD.

7. The Contractor shall prepare and submit to Ginnie Mae a required Initial Default Assessment Report within sixty (60) days of default in order to advise Ginnie Mae of the preliminary status and condition of the loans/pools. This report shall identify the following: loan delinquencies, final certification status, title issues, foreclosures, and bankruptcy and litigation issues and other matters of interest to Ginnie Mae.

8. The Contractor shall identify all shortages in borrowers' escrow accounts (including reconciling MIP deficiencies with FHA). If an individual borrower has an escrow deficiency and a payment is due, the Contractor must use other funds in the T&I custodian account to make required payments and fully exhaust all available funds in the T&I account before Ginnie Mae will make an advance to the Contractor. The Contractor must be able to properly account for and reconcile all T&I account balances, escrow disbursements, and advances. The Contractor shall not use corporate funds to cover shortages in the T&I account but shall request such amounts from Ginnie Mae prior to the disbursement.

9. Upon receipt of the proper Ginnie Mae Limited Power of Attorney the Contractor shall take all steps necessary to confirm or record Ginnie Mae's ownership of the loans, including the correction of title defects and transfer to/from Mortgage Electronic Registration System (MERS), if applicable. All reasonable and necessary third party costs associated with protecting Ginnie Mae's security interest shall be the responsibility of Ginnie Mae. In addition, where assignments to Ginnie Mae do not exist, the Contractor shall prepare and record assignments in Ginnie Mae's name. (Power of Attorney Exhibit 3)

10. The Contractor shall inventory, board and take possession and control of all files and records, both for pooled and non-pooled loans in existing defaulted portfolios to be transferred from Ginnie Mae's present Master Subservicer(s). Transfer costs may include, but are not limited to costs of taking possession of the accounts and custodial files, IT transfers, computer and other system conversion, travel, establishment or transfer of tax service, and custodial release fees or any other charges imposed by the document or funds custodians.

11. Within 30 working days of the Contractor's normal monthly closing date for reporting purposes, the Contractor prepares a draft assessment of default and initial review of portfolio. The draft assessment must be prepared within 30 days after the site visit.

12. If requested by Ginnie Mae the Contractor may be required to modify or enhance their systems to meet a new Ginnie Mae requirement.

Loan Servicing (CLINS 0004, 0104, 0204)

1. This line item applies to all performing and non-performing loans assigned to the Contractor.

TASKS

The Contractor shall service the loans compromising the pools and shall pay the security holders of Ginnie Mae guaranteed mortgage-backed securities in accordance with Ginnie Mae's standard Guaranty Agreement and instructions contained in the Ginnie Mae Guide and relevant FHA, VA, PIH and RD regulations, handbooks and other guidelines.

All loan or property files held under this contract shall be maintained for a period of 10 years from the date of the Ginnie Mae issuer default. This requirement applies to all loans whether categorized as voluntarily or involuntarily paid or discharged. All pooled and non-pooled loan files shall be transferred when the period of performance of this contract expires.

Portfolio and Loan Sales Support (CLINS 0004, 0104, 0204)

TASKS

Ginnie Mae reserves the right, at any time, in its sole discretion, to offer the mortgage servicing rights, whole loans or other assets for sale in all or any part of its acquired portfolios. The Contractor shall assist and cooperate with Ginnie Mae in the transfer of the mortgage servicing rights, whole loans or other assets to any purchasers. Ginnie Mae will not pay the Contractor a transfer fee or other sale fees. The Contractor shall assist Ginnie Mae (including any financial advisors retained by Ginnie Mae) in these sales without any additional compensation other than payment under this line item. The assistance may include but is not limited to:

- Providing computer-based- ad-hoc reports or files from the servicing system
- Providing a contact person able to request and provide reports needed
- Providing relevant computer tapes and standardized reports
- Making available servicing files for due diligence reviews
- Assisting in the actual servicing transfer
- Providing security holder registers, records, terminals and facilities
- Other related assistance necessary for a successful sale
- Title Fees
- Attorney Fees
- Eviction Fees, Court Costs, Sheriff's Fees
- Damage Repairs
- Mailing Fees
- Photos
- Yard Maintenance
- Padlocks
- Lawn Service

Management (CLINS 0004, 0104, 0204)

TASKS

The Contractor shall effectively manage this contract. The Contractor shall participate in up to two status meetings each year at either the Contractor's place of business or Ginnie Mae Headquarters and shall participate in other periodic telephonic status meetings as required by the GTR/GTM. The Contractor shall provide the following deliverables:

1. The Contractor shall reconcile the P&I and T&I custodial accounts with the HUD Form 11710 monthly accounting reports each month. The Contractor shall provide all reports and deliverables required of issuers by the Ginnie Mae Guide during the period of performance.
2. The Contractor shall submit the monthly Master Subservicer Accounting and Aging Reports for any loans not reported in a Ginnie Mae pool. The forms must be submitted in the format provided in Exhibit 1 to this contract unless otherwise directed by the GTR/GTM. Pursuant to CLIN 0007, the Contractor may be responsible for any systems programming and accounting work necessary to automate the production of the attached reports. Until automated, the form shall be submitted via Microsoft Excel version 2003 as a spreadsheet on CD-ROM, or current software being used by Ginnie Mae each month for the duration of the contract. The Contractor shall provide to Ginnie Mae the Accounting Reports no later than the fifth (5th) calendar day of each month, or the next business day if the 5th is not a business day. (See Exhibit 1).
3. The Contractor shall advise and make recommendations to Ginnie Mae on improvements in loan servicing to reduce costs, maximize returns, and manage the loan portfolio in accordance with industry best practices.
4. The Contractor shall furnish to the GTR during the term of the contract such periodic, special, or other reports or information, whether or not provided for herein, as shall be necessary, reasonable, and appropriate in respect to Ginnie Mae in its capacity as guarantor, or otherwise in respect to the purpose of this contract, provided that all such reports or information shall be as provided by and in accordance with applicable instructions and directions issued by the GTR.

Specific Subservicing Tasks (CLINS 0004, 0104, 0204)**TASKS**

1. Ginnie Mae funds shall only be deposited in and withdrawals made from accounts established under Ginnie Mae Letter Agreements HUD Forms 11709 and 11720. Collections (e.g., mortgagors P&I and T&I payments) and disbursements (e.g., security holders' payments and payments to taxing authorities, hazard insurance, FHA MIP, etc.) must not be co-mingled with other investor funds. The P&I account shall be non-interest bearing, and the T&I accounts may be interest bearing in accordance with the provisions of the Ginnie Mae Guide or applicable legal statute. Notwithstanding this section, a corporate account or collections clearing accounts may be used for collections provided that funds are transferred to the custodial accounts within one business day or two days if via ACH transfer, as provided in the Ginnie Mae Guide. Disbursements may only be made from a custodial account or disbursement clearing account
2. The Contractor shall establish policies and procedures to ensure that P&I and T&I payments that cannot be delivered or are not negotiated timely are deposited into the respective Ginnie Mae defaulted portfolio P&I and T&I account, as appropriate. Explicit policies shall be established which require a diligent effort to locate the payee. Physical payments via postal mail service i.e., Ginnie Mae I remittances to Investors, which remain outstanding for a period in excess of six months of the payment date, must be sent to Ginnie Mae's Central Paying and Transfer Agent (CPTA) pursuant to the requirements in the Ginnie Mae Guide.
3. The Contractor shall be responsible for all year-end tax reporting to both the borrowers and security holders, unless other parties are responsible as specified in the Ginnie Mae Guide.
4. The Contractor shall have all required collateral documents held in trust for Ginnie Mae by an approved document custodian pursuant to HUD Form 11715.
5. The Contractor shall final certify or re-certify within 12 months of default all pools not final certified or re-certified at the time of transfer, unless otherwise directed by the GTR/GTM.
6. In the event that forbearance or other Loss Mitigation tools have been exhausted, and it is not in Ginnie Mae's best interest to resolve defaulted loans via Third Party Sale, the Contractor shall expeditiously file claims with the FHA, VA, PIH, and RD and properly monitor the status of the individual filings as well as pay and reconcile FHA Mortgage Insurance Premium (MIP) remittance on Ginnie Mae's behalf. Contractor must obtain GTR/GTM approval for Loss Mitigation strategies that necessitate a pool buyout.
7. The Contractor shall request Ginnie Mae's consent to repurchase a loan out of a pool when it is unable to be insured or when insurance claims are paid, or as further directed by Ginnie Mae. The Contractor shall also recommend to Ginnie Mae other buyouts that are in Ginnie Mae's best financial interest (i.e., chronically delinquent loans, bankruptcies, etc.).
8. The Contractor shall wire the gross insurance claims proceeds received from FHA, VA, PIH, and RD to Ginnie Mae the second business day following receipt. Sales proceeds resulting from the sale of the repossessed property (REO) shall also be wired directly to Ginnie Mae by the second business day of the month following receipt. The Contractor shall not obtain reimbursement from the claim proceeds for expenses.

9. At the recommendation of the Contractor and with the GTR's prior approval, loans may be modified or refinanced by the Contractor on behalf of Ginnie Mae. Modifications of loans bought out of pools shall be handled as Concurrent Date Pools with no internal reserves, if repooled.

10. The Contractor shall service the mortgages or the installment loan contracts in accordance with relevant FHA, RD, PIH and VA regulations, the Ginnie Mae Guide and instruction from the GTR/GTM, MBS Monitoring Division and the Office of Finance. Industry standards shall prevail to the extent that the enumerated regulations and guide do not address a particular servicing situation. This includes timely payment to security holders, vigorous collection of delinquent accounts, determining when workout agreements and loss mitigation activities are appropriate, and analyzing delinquent accounts to determine when referrals for foreclosures are appropriate. The goals throughout this process are to maximize claim payments and other recoveries, and to minimize program losses.

11. The Contractor shall provide to Ginnie Mae semi-annual litigation reports in the form supplied in Exhibit 2 hereto, as of June 30, and December 31. Such reports shall state the case name, briefly describe the nature of the case, where filed and who is representing Ginnie Mae's interests. The reports will state the ongoing total costs incurred in the separate categories of foreclosures/repossessions, and bankruptcies actions. (Litigation Report Exhibit 2).

Asset Management – (CLINS 0004,0104,0204) and Reimbursables (CLINS 0005, 0105, 0205)

TASKS

Approximately 10-15% of the estimated quantity in CLIN 0004, 0104 an 0204 require asset management services. The Contractor shall ensure the performance of all functions relating to management of all assets under the Contractor's control, including but not limited to:

- Government recording and transfer archives
- Receiver and trustee archives
- Obtaining BPOs (Brokers Price Opinion)
- Obtaining Appraisals
- Obtaining Property Inspections
- Forced-Placed Property Insurance
- Tracking allowable, allocable and reasonable legal fees and costs

Ginnie Mae will be responsible for any principal losses not covered by FHA, VA, PIH and RD claims, VA Vendee recourse shortfalls, VA buy downs or no-bids, as well as foreclosure expenses, interest, and other expenses not customarily paid by the insurer (or errors or omissions by the defaulted issuer) under the terms of the insurance, unless such curtailment is caused by negligence (including missing a deadline) of the Contractor.

Real Estate Owned Property (REO) (CLINS 0004,0104,0204) and (CLINS 0005, 0105, 0205)

TASKS

The Contractor shall improve or rehabilitate REO for the following:

- As required to safeguard the property, or
- As required to meet state and local law, regulation or code, or

- As required to meet FHA, VA, PIH or RD requirements

If the total cost for improvements to a single property is expected to exceed \$10,000.00, the Contractor shall obtain GTR/GTM approval prior to undertaking the improvement. The request for approval shall contain the following information:

-
- At least two estimates from independent firms to perform the improvement
- One Broker's Price Opinion (BPO) with estimated sales price before and after the work
- The Contractor recommends that the work be undertaken as documented by a cost/benefit analysis

The Contractor shall submit all write-off requests to the GTR/GTM for prior written approval.

REO Sales Proceeds (CLINS 0004,0104,0204) and (CLINS 0005, 0105, 0205)

TASKS

The Contractor shall wire the proceeds from the sale of REO properties to the Ginnie Mae Office of Finance on the second business day following receipt of the proceeds. The Contractor shall appraise and sell REO property acquired through foreclosure/third party sales. The Contractor shall obtain prior GTR/GTM approval in writing of all sales where the net proceeds would be less than 75% of the appraised value or Ginnie Mae's indebtedness. The net sales proceeds shall be calculated as the gross sales price less sales commission, closing cost contribution and other seller concessions.

Assignment to the Contractor (CLINS 0004,0104,0204) and (CLINS 0005, 0105, 0205)

TASKS

In order to foreclose on a loan, the Contractor shall assign the loan from Ginnie Mae to the Contractor using the Limited Power of Attorney provided under this contract, and foreclose in the Contractor's name. After foreclosure sale, the Contractor shall deed the property directly to FHA, VA, PIH, or RD if a claim is being filed on Ginnie Mae's behalf. If a bankruptcy is being filed and litigation is required or in the event of condemnation, title proceedings, or another issue being litigated, Ginnie Mae may assign the loan to the Contractor and in that event, the Contractor shall conduct the litigation in its name. Ginnie Mae shall reimburse the Contractor for all recording costs incurred pursuant to this paragraph. (Power of Attorney Exhibit 3)

Legal Services – (CLINS – 0006, 0106, 0206)

TASKS

- The Contractor shall supervise all ongoing litigation and designate key personnel to interface with HUD's Office of General Counsel, United States Attorney's office or the U.S. Department of Justice.
- The Contractor is prohibited from settling any litigation involving the pools or individual loans without the prior written consent of the GTR and/or HUD's Office of General Counsel.
- Any litigation involving the loans or securities backed by the loans shall be brought in the name of the Contractor, and any action relating to the loans or securities backed by the loans initiated against the Contractor, Ginnie Mae, the Federal Government or any of its agents shall be moved to the appropriate Federal District Court with the concurrence of the GTR and/or HUD's Office of General Counsel.

- The Contractor shall remit all recoveries of legal fees and similar fees received from the FHA, VA, PIH, and RD claims process to Ginnie Mae.
- The Contractor shall enter into a separate contract for litigation support if there is any ongoing litigation at the end of the period of performance of this contract and Ginnie Mae determines there is a need to continue the legal service provided under this contract.
- The Contractor shall obtain the GTR's approval prior to entering into a contract for legal services that exceeds \$10,000.00 per legal action.
- Deliverables: The Contractor shall provide a semi-annual litigation report in the form attached Exhibit 2 as where litigation support is provided.

Ongoing Matters

With respect to loans that are the subject of foreclosure, repossession, bankruptcy, or litigation or similar matter for which the Master Subservicer under the current contract has retained the services of lawyers, appraisers, property managers or other service providers, **THE NEW AWARDEE(S) SHALL RETAIN THE SERVICE PROVIDERS OF THE PREVIOUS CONTRACTOR** to complete the existing matters in order to provide continuity of service to Ginnie Mae.

Analytical and Research Services (CLINS 0007, 0107, 0207)

TASKS

The Contractor shall provide recommendation and support services based on their knowledge as a Ginnie Mae Issuer and Master Subservicer. Specifically, the Contractor shall research, analyze and recommend alternatives for specific issues assigned by the GTR.

Continuity of Operations Plan (CLINS 0004, 0104, 0204)

Executive Order 12656 of February 1996, the Computer Security Act of 1987 and Office of Management and Budget (OMB) Circular A-130 mandate that Continuity of Operations Plans (COOP) exists for all U.S. Government operations. COOP planning develops strategies for short and long term planning, contingency and continuity planning to restore Ginnie Mae's mission critical business operations within four (4) hours after disruption and sustain operations for 30 days or longer after disruption due to crisis or disaster.

TASKS

Accordingly, the Contractor shall:

- Provide Ginnie Mae with its detailed COOP plan that outlines the steps and communication strategy necessary to ensure that all essential business functions under the contract proceed during a COOP event.
- Maintain the COOP capability as defined by Federal Preparedness Circular 65 issued June 2004, and all other applicable laws and directives issued by Homeland Security and other federal mandates.

- If a COOP event occurs, the Contractor shall:
 - Resume business functions within four (4) hours of the event from the COOP site.
 - Maintain the required documentation, vital records and systems to support the business functions for the remainder of the contract term if normal business operations cannot be resumed.
- Update and deliver to the GTR/GTM the COOP Plan within the first month of contract award and annually thereafter.

Disaster Recovery (CLINS 0004, 0104, 0204)

Notwithstanding the foregoing requirements above, in the event of a disaster that renders the Contractor's primary office space uninhabitable, the Contractor shall resume operations within 4 hours. The Contractor shall ensure that there are personnel that can perform the business operations at the back-up location(s).

TASKS

The Contractor shall:

1. Implement and maintain a detailed Disaster Recovery Plan (DR) that outlines the steps and communication strategy necessary to ensure that all work under the Statement of Work (SOW) continues uninterrupted.
2. Deliver the Disaster Recovery Plan within 30 days of contract award. Prior to implementation of the new award the Contractor shall fully test and pass the Disaster Recovery requirements according to NIST.
3. Maintain and operate the disaster recovery site or sites.
4. Develop and perform a semi-annual testing of the DR plan. Once testing is completed, communicate any deficiencies in the plan to Ginnie Mae.
5. Provide the necessary human resources, facilities (work site, hardware, software, peripheral equipment, line charges, etc) and backup power sources to maintain and operate the DR site to ensure continued operations in the normal course of performing this SOW.
6. Participate in COOP drills as called for by Ginnie Mae.

INFORMATION TECHNOLOGY – Federal IT Security

TASKS (CLINS 0004,0104,0204)

The Contractor shall:

- (a) Maintain IT security and comply with all terms and conditions of the contract throughout the term of the contract with respect to all data and information technology requirements. The Contractor shall use, maintain, enhance, develop and upgrade all information technology (hardware, software and connectivity) and system

documentation under this contract in accordance with federal laws, best practices and regulations. This includes, but is not limited to the Federal Information Security Management Act, the Clinger-Cohen Act, the Government Paperwork Reduction Act, the Government Paperwork Elimination Act, Office of Management and Budget Circulars A-130, A-127, and A-123, Department of Housing and Urban Development regulations, handbooks and policies, applicable Ginnie Mae handbooks, policies, and procedures now and in the future. In addition to the specific statutes and regulations cited, the Contractor shall use, maintain, enhance and upgrade all information technology under this contract in accordance with applicable Federal laws and regulations, applicable Department of Housing and Urban Development regulations and policies, applicable Ginnie Mae handbooks, policies and procedures and best commercial practices with regard to information technology. The Contractor shall continue to perform all information technology work under this statement of work including any current and new applicable statutes, regulations, policies or guides as they evolve over the term of the contract.

(b) Follow the Department of Housing and Urban Development's (HUD's) System Development Methodology (SDM) and industry best practices in the analysis, design, development, testing and implementation of proposed new systems and/or the enhancement to existing systems. Exceptions may be granted by Ginnie Mae's Chief Information Officer (CIO) if the Contractor's methodology is more advanced or adds additional benefits that may be beneficial to Ginnie Mae.

(c) Review and update system documentation to ensure accuracy, compliance and completeness.

Required Information Technology Labor Descriptions

Manager – An individual with a minimum of five (5) years experience in supervising a group of employees to perform quality work in a timely manner similar to that required in Section C. Must have strong mortgage banking experience related to securitization of mortgages, including knowledge of Ginnie Mae, FHA, VA, RD and PIH mortgages and securities programs.

IT Programmer – An individual with a minimum of ten (10) years experience in the overall management of information technology (IT) customer support similar to the work described in Section C. Additionally, this individual's expertise will include IT project management, system lifecycle management (analysis, design, development and integration) and expertise to facilitate the implementation of IT development initiatives. This position requires enterprise architectural scope skills to include an enterprise architectural design and compliance capability, telecommunication and programming analysis, design and implementation. Skills needed include capability to manage and provide oversight on the performance of data modeling, functional decomposition, along with requirements definition for business system and application procedures. This individual will also need to have experience and expertise in directing the implementation of internal controls, policies and procedures to protect information system assets from destruction or disclosure. In addition, expertise in monitoring and quality assurance of Information Technology development and systems enhancements is required along with experience in web-based applications and design.

Information System Security Officer (ISSO)/Security Engineer – An individual that will provide oversight and be the subject matter expert on information technology security and NIST compliance. This skill set serves as the point of contact for this contract on Federal IT security requirements, including but not limited to the implementation and development of GFP and non GFP which utilizes government furnished information. This individual will be responsible for the administration, development and execution of all IT security. This individual should have 4-5 years hands on experience in working with Federal IT laws, policies and Industry Best Standards for data and information management resources applied in accordance with federal IT Security

laws and regulations including NIST, OMB A130, OMB A127, etc. This person should have one or more of the following credentials:

- Certified Information Systems Security Professional (CISSP) from Information Systems Security Certification Consortium (ISC)²
- Certification and Accreditation Professional (CAP) from (ISC)²
- Certified Information Security Manager (CISM) from Information Systems Audit and Control Association (ISACA)

Transition Out (CLIN 0208)**TASKS**

The contractor shall develop and maintain a Transition Out Plan. The Transition Out Plan shall include all GFP and data. This Transition Out Plan shall be in compliance with all Federal laws and guide lines. The Contractor shall transition all information, data and government property to the Government or specified third-party within one hundred eighty (180) days from the end of the contract. The Contractor shall also provide 180 calendar days of advice and assistance to the Government or third-party with regard to the performance under this contract. During the 180 calendar day transition period, the Contractor shall complete the processing and collection of insurance or guarantee claims that have been or are about to be filed with an insuring agency and complete the sale of any pending real estate-owned properties, and completion of foreclosure actions.

SUMMARY OF PRODUCT DELIVERABLES

SOW-Reference	Deliverable Description	Delivery Date	Number of Copies	Recipient
Default Services	Initial Default Assessment Report	Within 60 days of Default	2 paper copies	GTR/GTM
COOP C.2.O	COOP Plan	Within 30 days of contract award and annually thereafter	2 paper copies and One electronic copy (CD Rom, Microsoft word compatible)	GTR/GTM and CIO
Specific Subservicing Task Paragraph 9	Review of Estimation Process	Within 6 months of takeover of a portfolio and every 6 months thereafter	2 paper copies	GTR/GTM
Default Services Paragraph 6	Reviews of files and records	Within 30 days of the default	2 paper copies	GTR/GTM
Management Paragraph 2	Ginnie Mae Accounting Reports	5 th calendar day of each month or next business day if the 5 th is not a business day	One electronic copy (CD Rom, Microsoft word compatible)	GTR/GTM and Office of Finance
Specific Subservicing Tasks Paragraph 12	Litigation Reports	Semi-Annual June 30, and December 31	2 paper copies	GTR/GTM and Office of General Counsel
Management Paragraph 4	Periodic, Special or other reports or information	Upon request	TBD – May be paper and/or electronic five copies or less	GTR/GTM
Disaster Recovery	Disaster Recovery Plan	Within 30 days of contract award and annually thereafter	2 paper copies one electronic copy (CD Rom, Microsoft word compatible)	GTR/GTM and CIO
Specific Sub-Servicing Tasks	Final/Re-certify	Within 12 months of default	Original Documents submitted to Document Custodian in accordance	CPTA

			with Ginnie Mae procedures	
Specific Subservicing Tasks Paragraph 9	Ginnie Mae Advances Ginnie Mae I Ginnie Mae II	Ginnie Mae I: On or before the second business day prior to the 15 th of every month. Ginnie Mae II: On or before the second business day prior to the 20 th of every month	One paper copy each	Office of Finance
Default Services Paragraph 2	Collection – Ginnie Mae I	20 th day of each month	One paper copy	Office of Finance
Default Services Paragraph 2	Collection – Ginnie Mae II	25 th day of each month	One paper copy	Office of Finance

DEFINITIONS

The following terms shall have the meanings stated unless modified by mutual consent of the parties.

ACH:	Automated Clearing House.
AE:	Account Executive
Bank Letter:	Document sent to the issuer's financial institution informing the institution of the issuer's default and requesting that the name of the issuer's Ginnie Mae accounts be changed to reflect Ginnie Mae as the sole proprietor.
Basis Point:	One one-hundredth of one percent.
Certificate of Eligibility:	A document issued by the Department of Veterans Affairs, which verifies a veteran's eligibility for a VA mortgage guarantee.
Clearing Account:	A bank account used by a mortgage servicer for temporary, short- funds prior to transmittal. Examples of these accounts are collection clearing and disbursement clearing accounts.
Collection:	The servicing procedure followed by the mortgagee to bring a delinquent mortgage current and to file the required notices to begin foreclosure when necessary.
Convey:	The act of transferring title or ownership from one party to another.
CPTA:	Central Paying and Transfer Agent
Default:	Any breach outlined in Article 10 of the Guaranty Agreement
Default Manual:	An internal Ginnie Mae procedural guide used during the preparation, execution and follow-up of an issuer default.
DMOP:	Default Management Operating Procedures.
Document Custodian:	The financial institution, which holds the documents relating to the pooled mortgages on Ginnie Mae's behalf.
Document Custodian Letter:	Letter sent to the defaulted issuer's document custodian informing the custodian of the issuer's default and requesting that only Ginnie Mae or its representatives be allowed access to the issuer's files.
DP:	Data Processing.
Factor:	The eight digit decimal, calculated monthly by Ginnie Mae, that is a proportion relating to the current outstanding principal balance of the securities to the original principal balance at the time the security was originally issued.
FHA:	Federal Housing Administration, an office of the Department of Housing and Urban Development. FHA provides mortgage insurance for residential mortgages.
Foreclosure:	A legal procedure in which a mortgaged property is liquidated to pay the outstanding debt in case of default.
Force Placed Insurance:	Property insurance that is placed by the lender on the borrower's property when there is no proof of insurance on the property. The property insurance premium is billed to the borrower.
Form HUD 11709:	Letter Agreement for Servicer's Principal and Interest Custodial Account.

Form HUD 11710A:	Issuer's Monthly Accounting Report.
Form HUD 11710D:	Issuer's Monthly Summary Report.
Form HUD 11710E:	Liquidation Schedule.
Form HUD 11715:	Custodial Agreement.
Form HUD 11716:	Summary of Guaranty Agreement - Single Family (Level Payment).
Form HUD 11720:	Letter Agreement for Servicer's Escrow Custodial Account.
FRC:	The Field Review Contractor responsible for conducting annual field reviews, special field reviews, and on-site default procedures including reconciling portfolios, and gaining control of cash and other monetary accounts.
Ginnie Mae Advances:	Funds advanced by Ginnie Mae, which shall be equal to the amount required to satisfy Ginnie Mae security holders minus funds actually available for a specific monthly payment.
Ginnie Mae I:	A mortgaged-backed securities program in which individual mortgage lending firms issue securities and pass principal and interest payments directly to the security holders, whether or not the mortgagor makes the monthly payment. Ginnie Mae mortgage-backed securities are backed by the "full faith and credit" of the U.S. government.
Ginnie Mae II:	A mortgaged-backed securities program in which pools of loans from several lenders are combined into a single issue of securities. A central paying agent passes principal and interest payments directly to the securities holders. Ginnie Mae II pools are generally larger than those formed by individual lenders under Ginnie Mae I. Ginnie Mae mortgage-backed securities are backed by the "full faith and credit" of the U.S. government.
Ginnie Mae Guide:	Ginnie Mae Mortgage-Backed Securities Handbook 5500.3
GPADS:	Ginnie Mae Portfolio Analysis Database System
Guaranty Agreement:	The guaranty agreements provide for the timely payment by issuers to registered security holders of principal and interest. In the event that an issuer fails to make such timely payment, or otherwise defaults, Ginnie Mae will continue such payments to registered securities holders.
LGC:	Loan Guaranty Certificate
Master Subservicer:	Ginnie Mae contractor capable of expeditiously assuming the role of Subservicer Contractor when Ginnie Mae either places an issuer in default or transfers its existing portfolios. The Master Subservicer's role is to perform the complete range of services expected of a company servicing its own portfolio.
MERS:	Mortgage Electronic Registration System
MIP:	Mortgage Insurance Premium paid to FHA is a continued condition of FHA insurance
Mortgage Pools:	A collection of loans of similar nature which are used to back a security which is then sold in the secondary market.
Mortgages:	Those loans secured by mortgages which back the Mortgage Pools, including all documents evidencing and/or securing such loans and all documents in connection with the administration and servicing of such loans and, in those instances where the security for such loans has been or is acquired through a foreclosure or deed in lieu of foreclosure, all real property and personal property which was or is received in any enforcement action with respect to such loans.

Pass-through:	Passed through securities or payment
PIH:	Public Indian Housing office within the U.S. Department of Housing & Urban Development
Pool:	An assemblage of loans brought together to back an issuance of security.
Portfolio:	The collection of loans held for servicing by an issuer or a Master Subservicer.
Power of Attorney:	A legal document authorizing one person to act on behalf of another.
Principal and Interest Custodial Account (P&I):	The non-interest bearing account that an issuer maintains with a financial institution, by letter agreement HUD Form 11709, into which account the issuer deposits principal and interest collected from individual mortgagors for loans included in Ginnie Mae pools.
Principal Losses:	That amount, over and above the proceeds from the sale of a foreclosed property, required to equal the remaining principal balance of the mortgage related to the foreclosed property.
RD:	Rural Development office within the U.S. Department of Agriculture
Real Estate Owned (REO):	Property a lender or a Subservicer acquires as the result of foreclosure.
Reconciliation:	A review performed by the Master Subservicer and the Field Review Contractor during a default to determine the extent to which P&I and T&I shortages exist.
Securities Holder Register:	An official listing, maintained by the issuer, of the history of registered holders of all certificates for which the issuer has responsibility for payments.
Security Holders:	Any legal entity which is the owner of mortgage-backed securities issued under the Ginnie Mae mortgage-backed securities program.
Servicing:	A function which includes the receipt of payments, customer service, escrow administration, investor accounting, collections, and foreclosures.
Servicing Fee:	The fee paid to the Master Subservicer for the complete range of loans servicing activities provided under the contract.
SF:	The designation for a pool or loan package consisting of eligible single family loans.
Taxes and Insurance Custodian Account (T&I):	An account that an issuer maintains with a financial institution by letter agreement, HUD Form 1120, into which account the issuer places funds to be used to pay real estate or personal property taxes and hazard insurance premiums on the property pledged as collateral for the loans.
TIR:	Transfer of Issuer Responsibility. i.e., transfer from a defaulted issuer to Ginnie Mae designated issuer number.
VA:	Department of Veterans Affairs and its predecessor, the Veterans Administration

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):

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

<http://www.hud.gov>

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2007
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS	FEB 2007
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.247-34	F.O.B. DESTINATION	NOV 1991

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Re representation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).
 - (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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 date of approx Sept 1, 2008 through August 31, 2013. if all options exercised.

(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.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00 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 \$5 million.

(2) Any order for a combination of items in excess of \$40,000,000.00 ;

(3) A series of orders from the same ordering office within five (5) 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 fifteen (15) 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.

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____August 31, 2013, if all options exercised._____.

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 of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the current performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

SOLICITATION PROVISIONS

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 address (es):

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

<u>Number</u>	<u>Title</u>	<u>Date</u>
52-212-1	INSTRUCTIONS TO OFFERORS –COMMERCIAL ITEMS	APR 2008

ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

The provision at 52.212-1 is hereby tailored to modify the following elements of the provision:

An eligible Offeror under this solicitation shall demonstrate that it is an approved Ginnie Mae issuer and maintains current MBS issuer eligibility. Failure to satisfy this requirement shall render Offeror’s proposal ineligible for further consideration.

Questions from Offerors concerning the Solicitation

Offerors may submit questions, concerns, or request clarification of any aspect of this solicitation via electronic mail to tabitha.painson-mcleod@hud.gov

The Offeror must include the company name in the subject line of the email. The question (s) should include the page number and paragraph number or identifier, which pertains to the Offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by **July 15, 2008** to allow the Government adequate time to prepare and issue responses, so that Offerors can use the information to prepare their proposals. The Government will continue to accept questions up to the closing date and time set for receipt of proposals; however, time may not permit responses to questions received after **July 15, 2008**. Comments and questions must reference **SOLICITATION R-OPC-23289**. Acknowledgment of receipt of questions will not be made. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with any and all solicitation amendments at www.HUD.gov/offices/cpo/contract and FedBizOpps.

INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted no later than **August 8, 2008** at 12:00 Noon. EST to the following address:

U.S. Department of Housing and Urban Development (HUD)
Office of the Chief Procurement Officer
Administration Support Division
451 Seventh St. SW Room 5266
Washington, DC 20410
Attention: **Tabitha Painson-McLeod**

Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should be sent to the above address before the closing day and time. Fax offers shall not be considered.

Offerors are required to submit one original paper copy, one CD ROM version of the entire proposal in **Microsoft word 2003 with read and write access** and four paper copies of both volumes I & II of the proposal. Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

Potential Offerors should be aware that the HUD building is a secure building. All visitors must enter at the North or South Lobbies. Visitors will be required to walk through a metal detector, have all belongings screened by an x-ray system, show valid picture identification, and sign the visitor's log. Guards will telephone the visitor's contact prior to allowing entry. This will require extra time. Therefore, Offerors must ensure that any commercial delivery service or company employee has appropriate identification, and they should allow extra time for any hand carried deliveries. Delays experienced at the guard desk or refusal of admission DO NOT constitute excusable delays. Proposals must be in the designated place no later than the exact time specified in the solicitation to be considered for award.

General Information Required to Prepare Offers:

For Bidding/Proposal purposes, the estimated effective date of contract award is **approx September 1, 2008**

The proposal shall consist of a written proposal. The written proposal shall be prepared and submitted in the format and content in accordance with the instructions herein. Offerors must respond to all requirements of the solicitation with no additions or deletions. All required fill-ins must be completed. Non-conformance with the solicitation requirements may render the offer non-responsive, and the Offeror may be ineligible for award.

An Offeror's proposal is presumed to represent their best effort to respond to the solicitation. Offerors are reminded that offers containing exceptions to the solicitation may render the offer non-responsive, and the Offeror may be ineligible for award.

Offerors must provide comprehensive information on all pertinent aspects of the effort being offered to enable the Government to evaluate the Offeror's understanding of, and capability to meet, all the stated requirements covered in the Statement of Work (SOW). The Offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the Offeror shall indicate that it shall comply with each requirement of the solicitation and shall explain how compliance will be achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal will be evaluated in the context of being representative of the Offeror's capabilities. Responses must adequately address specific solicitation requirements and be responsive to the terms and conditions of the solicitation. The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206.

Proposal Format

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified. Offerors must respond to all requirements of the solicitation. Offerors shall not alter the solicitation (other than completing the appropriate "fill-in" blocks and certifications). Offerors that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

- a) Proposals shall be submitted in two parts as described below. Each part must be complete in itself so that evaluation of each part may be conducted independently.
- b) Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. 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 the outside of the package.
- c) Proposals shall be submitted in original and four copies of both parts. One CD ROM version in Microsoft Word 2003 or newer version with read and write access shall also be submitted.
- d) It is the sole responsibility of the Offeror to ensure that the electronic media submitted is virus free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Offeror shall have 72 hours after notification to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the proposal may be determined unacceptable and may render the Offeror ineligible for award.

The proposal shall comply with the following format requirements:

8.5 x 11 inch paper,

Single-spaced typed lines
 1-inch margins
 12-point Times New Roman font for text
 10 point font size for graphics and charts.
 Foldout charts and graphs may be included as a single page
 CD ROM shall be submitted in Microsoft word files version 2003 or newer.

The proposal shall be limited to the following submissions and pages:

<u>Proposal Element</u>	<u>Page Limit</u>
Volume I	
<u>Part I Offer</u>	
Cover letter	2 pages
SF 1449	1 page
Schedule of Supplies Or Services & Prices/Cost	
Volume II	
<u>Part II Technical Evaluation</u>	
Factor 1: Technical Capability	
(a) Knowledge/Experience	15 pages
(b) Resumes of Key Personnel/Narrative Job Biographies	3 pages per resumes
(c) Management Plan	15 pages
Factor 2: Past Performance	
(a) Reference Table	1 page
(b) Relevance Table	1 page
(b) Survey forms from References (submitted by references)	No limit
Factor 3: Subcontracting	
(a) Subcontracting Plan (if required)	No limit

Proposal Content

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. In evaluating an Offeror's capability, the Government shall consider how well the Offeror complied with the instructions in the solicitation.

Cover Letter: The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall include all information required by FAR 52.212-1. In addition, the cover letter must include:

- Acknowledgement that it transmits an offer in response to the solicitation;
- Taxpayer Identification Number (TIN);

- DUNS number;
- Address(es) of the location(s) at which the Offeror intends to perform the proposed effort;
- Statement that the Offeror is registered in Central Contractor Register (CCR);
- Names and telephone numbers of persons authorized to conduct negotiations, as well as the name of the official authorized to bind the Offeror's organization; and
- Provides a statement that by submitting the offer the Offeror agrees that there are no known Organizational Conflicts of Interest that would prevent the Prime or any Sub from performing under the contract.

Standard Form 1449: The Offeror shall complete blocks 12, 17a, b, 30a, b, and c.

The Offeror shall insert the unit and total prices for each line item in the schedule of supplies or services and prices/costs.

Government Furnished Information. If applicable, the Contractor(s) are required to use the government furnished property(information) listed in this solicitation.

The functions required under this Statement of Work currently require the use of Government Furnished Information. The contractor shall administer and maintain all GFI, including Ginnie Mae Data under this contract in accordance with all applicable federal laws and regulations. This includes, but is not limited to the Federal Information Security Management Act, the Clinger-Cohen Act, the Government Paper Reduction Act, the Government Paper Elimination Act, the Computer Security Act, The Privacy Act of 1974, Office of Management and Budget Circulars A-130, A-127, and A-123, Department of Housing and Urban Development regulations and policies, applicable Ginnie Mae handbooks, policies, and procedures

Key Personnel: The Offeror shall submit Key Personnel information by providing the name, title and tasks to be performed by each key person proposed.

[END OF ADDENDUM TO FAR 52.212-1]

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The government will award a contract resulting from this solicitation to the responsible Offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government intends to make no more than two awards under this solicitation.

The Offerors' attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. "Factors" shall include all of those evaluation factors that are described in the RFP.

This is a best value source selection acquisition conducted in accordance with FAR Part 12. In accordance with FAR Part 12.203 Procedures for Solicitation, evaluation and award, the Contracting Officer shall use the policies unique to the acquisition for commercial items in this part in conjunction with the policies and procedures for solicitation, evaluation and award prescribed in FAR Part 15, Contracting by Negotiation. Award will be made to the Offeror that is deemed responsible in accordance with FAR 9.104, and whose

proposal conforms to the solicitation's requirements and is judged to represent the best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offer may not necessarily be the proposal offering the lowest price or receiving the highest rating. A rating of unsatisfactory in the Technical Capability factor will render the entire proposal unacceptable, and therefore not eligible for award.

The following factors shall be used to evaluate offers:

:

Non-Price Factors:

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Subcontracting Plan

Factor:

Factor 4: Price

For the purposes of evaluation of offers and the selection of the Contractor, the relative merit of Factors 1 through 3, as evaluated in accordance with the technical factors listed herein, shall be considered significantly more important than price. Factor 1 is significantly more important than Factors 2 and 3 combined. While the proposed price will not be assigned a specific weight, it shall be considered a criterion in the overall evaluation of proposals.

Factor 1 – Technical Capability

(a) Knowledge and Experience

(1) The Offeror is an approved Ginnie Mae Single Family Issuer and maintains current MBS issuer eligibility and, further, shall demonstrate that it:

- Has financial stability, as shown through audited financial statements and regulatory compliance bond and/or debt ratings.
- Conducts business operations in accordance with sound mortgage lending and servicing practices, ethics and standards.

(2) The Offeror shall demonstrate that it has the knowledge, experience and technical capability to perform the requirements defined in the statement of work, including the following.

Knowledge must include:

- Knowledge of the secondary Mortgage Market
- Knowledge of Ginnie Mae and its products, processes, procedures and guides
- Knowledge of FHA, PIH, VA, and RD servicing requirements
- Knowledge of loan servicing and asset management
- Knowledge of mortgage default and bankruptcy issues, processes and procedures
- Knowledge of standard industry practices and procedures and strong knowledge of accounting and fiduciary responsibilities
- Knowledge of state-of-the art information technology available for use in the mortgage and securities/financial industries

- Experience must include:
- Experience performing the complete range of services expected of a Ginnie Mae issuer, including but not limited to, servicing current, delinquent and defaulted loans, both pooled and non-pooled, including foreclosure services, management and disposition of acquired properties (REO), preparation and submission of insurance or guarantee claims to FHA, VA, RD, and PIH, and reporting to Ginnie Mae. See the services required in Section C.2.
- Experience providing default services, as described in Section C.2.C.
- Experience providing portfolio and loan sales support, as described in Section C.2.E.
- Experience providing the subservicing tasks described in Section C.2.G, including but not limited to property management, managing litigation, and performing year-end tax reporting, and the ability to communicate accurately and effectively, orally and in writing
- Experience in successfully transitioning similar contracts with a value of \$50,000,000 or more, including certification accreditation by Ginnie Mae, under National Institute of Science Technology (NIST), within six months from date of award.

(b) Key Personnel

The Offeror shall describe the extent to which key personnel to be assigned to this contract, including managers in the areas of servicing, collections, foreclosures/ repossessions, bankruptcies, escrow, investor reporting, insurance and claims processing, etc., are qualified to assume the duties of the contract.

The Offeror shall provide at least five key personnel for this contract. The Offeror shall provide a narrative description identifying their roles and responsibilities, and demonstrating that they have the skills, education, training and experience to perform the identified functions. Also the Offeror shall include resumes or narrative job biographies of all key individuals.

In addition, the Offeror shall describe the extent of its capability to recruit, train and provide adequate staff resources, as well as the ability to maintain a stable workforce, as needed.

The Offeror shall describe roles the key personnel have performed which demonstrate they have the capability to perform under this contract. The Offeror shall provide references to confirm its prior experience in performing the work and/or providing the deliverables required by the solicitation, including meeting delivery dates and schedules the same as, or substantially similar to, that required by the solicitation.

(c) Management and Technical Approach

The Offeror shall define in detail the management plan and approach it will utilize in meeting the requirements.

The Offeror shall describe in detail the extent to which the accounting, management, and internal controls in place ensure that the work performed is in accordance with Ginnie Mae, FHA, RD, PIH and VA requirements, that quality is assured, that expenses will be minimized, that assets will be properly accounted for, and that government funds will be properly expended.

The Offeror shall demonstrate the capability and capacity of the Offeror to execute multiple issuer defaults simultaneously and upon very short notice, including the capability and capacity to service the portfolios of Ginnie Mae's largest issuers, i.e., those with more than \$10 billion in Ginnie Mae pools.

The Offeror shall describe the extent of the firm's ability to formulate and implement innovative or creative loss mitigation strategies that will result in lower overall financial costs to Ginnie Mae.

The Offeror shall include information on corporate facilities and equipment currently available for use.

Offeror shall demonstrate that it has in place the information technology infrastructure to provide all services required by the statement of work.

Factor 2 – Past Performance

The Offeror identified three of their most recent contracts, either on-going or completed not more than 3 years from the date the proposals were due. These contracts demonstrated performance relevant to the solicitation requirements with the telephone number, fax number, and e-mail address (if available) of a person familiar with the contract. The Offeror completed the summary information in the format provided in this solicitation. The Offeror completed a relevancy chart, in the format provided, for each contract listed. The Offeror provided a copy of the past performance reports for each identified contract. When evaluating the Offeror's past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources. If the Contracting Officer obtains an 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, the Offeror will be afforded the opportunity to comment on the negative information. If the Offeror is a new entity and has never performed work for others that are similar to the requirements in this solicitation, the Offeror will not be evaluated favorably or unfavorably on the factor of past performance.

Factor 3 – Subcontracting Plan

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. All large business Offerors will be evaluated based on how well their subcontracting plans incorporate the use of small business firms and the extent and quality of the subcontracting proposed for all types of small businesses. The proposed subcontracting plan will also be evaluated as to the likelihood that the Offeror will meet the proposed small business subcontracting goals. To reinforce its commitment, HUD has established a subcontracting goal of up to 40% of the total value of each contract action. Offerors responding to this solicitation shall address in their proposal the manner in which they will achieve this goal. HUD will consider the Offeror's ability to meet the subcontracting small business participation goal as part of the evaluation for award. In evaluating an Offeror's subcontracting plan, HUD will consider the total value of the subcontracted effort as it relates to the total value of the prospective contract.

Proposals shall be specifically evaluated in terms of subcontracting opportunities provided to small business concerns. The evaluation shall consider the following:

1. The total value of the proposed small business subcontracted effort as it relates to the total value of the prospective contract.
2. Specific goals established for
 - a. Small Business
 - b. Veteran-Owned Small Business
 - c. Service Disabled Veteran-Owned Small Business
 - d. HUBZone Small Business
 - e. Small Disadvantaged Business
 - f. Women Owned Small Business
3. Specific commitments to small business concerns evidenced by the proposal and the likelihood that the Offerors will be able to implement its plan.
4. Substantive nature of the subcontracted work as required by the solicitation.

If an Offeror is not required by FAR 52.219-9 to submit a Small Business Subcontracting Plan, the Offeror shall receive a neutral rating on the factor of Subcontracting.

Factor 4 - Price

The Government will evaluate the Offerors' price proposals by adding the total price for all option periods to the total price base period. While cost and pricing data is not required, the Government reserved the right to request "information other than cost and pricing data", if needed, to determine the overall total price is fair and reasonable.

The evaluation factors: Technical Capability, Past Performance, Subcontracting Plan and Price are listed in descending order of importance. All non-price factors, when combined, are significantly more important than price. Offerors were cautioned that an award may not necessarily be made to the Offeror submitting the lowest price. However, if evaluations of the non-price factors submitted by two or more Offerors demonstrates that they are relatively equal, then price becomes more important.

Options: The Government evaluated the Offerors' price proposals by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option price are significantly unbalanced. Evaluation of the options for purposes of the contract award does not obligate the Government to exercise the option (s).

A written notice of award or acceptance of an Offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the Offeror, shall result in a binding contract without further action by either party. Before the Offerors' specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt or not, unless the Offerors' written notice of withdrawal of its offer is received before contract award.

RISK ASSESSMENT (NON-COST/PRICE)

Risk Assessments consider each Offeror's likelihood of success in performing the requirements stated in the solicitation. Risk issues count against an Offeror's proposal due to such factors as: unknowns, weaknesses, areas of little or no relevant experience and/or business uncertainty issues, such as pending corporate acquisitions, mergers, organizational or leadership changes, business volume drop-offs, program or contract terminations, etc. Included as part of the rating in each of the non-cost area factors, evaluators will assign a proposal risk assessment rating (HIGH, MODERATE, or LOW) to each Offeror's proposal.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (NOV 2007)

An Offeror shall complete only paragraph (l) of this provision if the Offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an Offeror has not completed the annual representations and certifications electronically at the ORCA website, the Offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The Offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The Offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status.]

(i) General. The Offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124,

Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The Offeror represents that--

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that--

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a

lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements- Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (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.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror [] does [] does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The Offeror [] does [] does not certify that--

(i) 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;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) 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

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Offeror if the Offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (1)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The Offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs .

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract with Indefinite Quantity- Requirements Task Orders issued on a fixed unit price, time and materials or labor hour basis.

The contractor shall perform all work hereunder, including delivery of the final report, if required, within 60 months from the effective date of the contract. The contract period consists of a three (3) year base period and two twelve (12) month options. Contract period of performance is from approx Sept 01, 2008 through August 31, 2013., if all options exercised.

Line Item 0208 (Transition Out) - The contractor shall perform all work required under Line Item 0208 from the date identified by the GTR for a maximum period of 6 months.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The estimated number of awards is no more than two.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW, Room 5256
Washington DC 20410-3000

Mailing Address:

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW, Room 5256
Washington DC 20410-3000

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

(End of provision)

HUDAR -TEXTS OF PROVISIONS AND CLAUSES**2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (FEB 2006)**

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

(End of clause)

2452.208-71 REPRODUCTION OF REPORTS (APR 1984)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying pages times copies. A production unit is one sheet, size 8 ½ by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera-ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters and plates which are to be used on single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 ¾ by 14 ¼ inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducibles (camera ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data or other written materials.

(End of clause)

2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is [*Contracting Officer insert description*]:
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the Offeror has a possible organizational conflict of interest with respect to:
- (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.

(e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an Offeror shall disqualify the Offeror from further consideration for award of a contract under this solicitation.

(f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

(End of provision)

2452.209-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000)

(a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.

(b) The nature of the potential conflict of interest is [*Contracting Officer insert description*]:

(c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.

(d) Other restrictions-- [*Contracting Officer insert description*]

(e) The restrictions imposed by this clause shall remain in effect until [*Contracting Officer insert period or date*].

(End of clause)

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTERESTS (APR 1984).

(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

(End of clause)

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 than 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.

Base Period

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
			\$ 40,000,000.00

Option Period 1

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
	\$		\$20,000,000.00

Option Period 2

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
	\$		\$20,000,000.00

Alternate I (FEB 2006). As prescribed in 2416.506-70(b), add the following paragraph:

The government is not obligated to order any specific minimum number of hours from any labor category or combination of categories, nor is the government limited, beyond the maximums set forth herein, to ordering any maximum number of hours from any labor category or combination of categories.

(End of clause)

2452.216-78 ORDERING PROCEDURES (FEB 2006).

(a) Orders issued under this contract may be placed in writing or via *telephone, facsimile (fax) machine, electronic mail (email)*. **(End of clause)**

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.

(End of provision)

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

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract meets all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and any implementing regulations of the Department. The contractor shall be responsible for ascertaining the specific accessibility needs (e.g., sign language interpreters) for each meeting, conference, or seminar in light of the known or anticipated attendees.

(End of clause)

2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE).

Deviation effective 2/5/08

(a) Payment Schedule. Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below [*Contracting Officer insert schedule information*]:

Partial Payment Number	Applicable Contract Deliverable	Delivery Date	Payment Amount
------------------------------	---------------------------------------	------------------	-------------------

1. []

2. []

3. []

(b) Submission of Invoices.

(1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR) and a copy to the Contracting Officer. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232 25, Prompt Payment.

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 on the SF-33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

(c) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(End of clause)

PAYMENT SCHEDULE AND INVOICE SUBMISSION

1. General: The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the prices stated in Section B of this contract.

2. Payment Schedule: Monthly payment will be made upon completion and conditional acceptance of all work completed the previous month under the applicable Contract Line Item Numbers (CLINS').

3. Submission of Invoices: To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment." Invoices shall be submitted as follows to the Controller, Government National Mortgage Association, 451 7th St., SW, Room B133-PC-3rd Floor, Washington, DC 20410. In addition, each invoice must include the following information:

1. Vendor Invoice Number
2. Task Order Number; if applicable
3. Ginnie Mae Tracking Number
4. CLIN, Item description, Quantity, Fixed unit Rate and Total Price for each CLIN
5. for the respective Compliance Reviews
6. CLIN, Labor Category, Number of hours worked for each Labor Category and
7. the Fixed Unit Labor Hour Rate for each Labor Category, Extended Amount for
8. each Labor Category and Total Price for the CLIN, Labor Categories for
9. specialized Reviews
10. CLIN, Travel Costs and an Itemized breakdown of costs incurred

11. CLIN, Other Direct Costs (ODC's) and an Itemized breakdown
12. of costs incurred
13. Billing Period
14. Total Task Order Value
15. Total amount Obligated
16. Total amount obligated by line item
17. Total amount invoiced by line item
18. Total amount invoiced
19. Cumulative amount billed by line item
20. Cumulative amount paid by line item
21. Remaining amount available (Item 10 – Item 15)
22. Monthly report that summarizes all activities completed during the invoice period, including deliverables, dates delivered, etc.
23. The monthly report shall contain the certificate of conformance required by FAR 53.246.15. The certificate shall cover all activities
24. completed during the month

All invoices submitted for payment without the above information and data will be returned as improper, thus delaying payment.

Remittance Information: The Contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable. (see attached).

For mail sent through the US Postal Service

Ginnie Mae Office of Finance
451 7th Street, SW
Room B-133, PC 3rd Floor
Washington, DC 20410
Attn: Wesley Jones, Controller

For mail sent by UPS, FedEx, or courier

Ginnie Mae
Office of Finance, Controller
550 12th Street, SW
3rd Floor, Potomac Center South Tower
Washington, DC 20024

Approval of payments for invoices or vouchers is delegated to the Government Technical Representative (GTR). The Contractor shall substantiate invoices or vouchers as required by the GTR.

(End of clause)

2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (FEB 2006).

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Ms. Kimberly A. Marshall, HUD, 451 Seventh St SW Rm 5256, Washington DC 20410, not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

(End of provision)

2452.237-70 KEY PERSONNEL (FEB 2006).

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

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

(End of clause)

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 Mr. Paul St. Laurent III, 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:

- Causes the to perform work outside the contract;
- Constitutes a change as defined in FAR 52.243-1;
- Causes an increase or decrease in the cost of the contract;
- Alters the period of performance or delivery dates; or
- Changes any of the other express terms or conditions of the contract.

[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.

- (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 dates; or
 - (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.

(End of clause)

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.hudclips.org/cgi/index.cgi> 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.

(End of clause)

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.

(End of clause)

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.

(End of clause)

AGENCY CLAUSES AND PROVISIONS:

AS 1301 INCORPORATION OF SUBCONTRACTING PLAN

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

AS 1302 POSTAWARD CONFERENCE

The contractor shall be required to attend a post-award conference. The conference will be held at TBD. The Contracting Officer or designee will notify the contractor of the date and time of the conference.

If the conference will be conducted via telephone or video conferencing, substitute the following for the second and third sentences:

The conference will be conducted via [*telephone, video conferencing*]. The Contracting Officer or designee will provide the contractor with the date, time and contact information for the conference.

AS 2102 LIMITATION ON SIZE OF TECHNICAL PROPOSAL

(a) Offerors shall limit Part II, Technical Proposal, of their initial offers to _35pages, except for the information specifically exempted in Factor 1(b) and Factor 2 (b), and Factor 3.. Offerors are cautioned that if Part I of their offers exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.

(b) A page is considered to be one side of a single sheet of 8½” x 11” paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the page of no less than one inch in width.

(c) The following information is exempt from the limitation set forth in paragraph (a)—
[*list exemptions or enter “None”*]

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

AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/Offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the Offeror may obtain the form from HUD's internet homepage at:
<http://www.hudclips.org/subscriber/html/forms.htm>

AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE

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 the technical evaluation factors listed herein shall be considered significantly more important than 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.

AS 2309 - SUBCONTRACTING GOALS

(a) 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 primes. To reinforce its commitment, HUD has established a subcontracting goal of up to [*Contracting Officer insert internal HUD small business subcontracting goal percentage*] of the total value of each contract and subsequent modifications. Contractors that are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting. In evaluating subcontracting plans, HUD will consider the total value of the subcontracting effort as it relates to the total value of the prospective contract.

(b) Subcontracting Goals:

(1) In accordance with FAR Part 19.702 and HUDAR 2452.219-70, the contractor shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned 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.

(2) HUD Subcontracting Goals:

(i) Small Business - Up to [**57%**

(ii) Within that total, the following subordinate goals shall apply:

(A) Small Disadvantaged Business - [**5%**

(B) Women-Owned Small Business - [**5%**

(C) Service-Disabled Veteran-Owned Small Business - [**3%**

(D) HUBZone Small Business - [**3%**

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

(End of Provision)

AS 2310 - SUBCONTRACTING PLANS

(a) 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 primes. To reinforce its commitment, HUD has established a subcontracting goal of up to [*Contracting Officer insert internal HUD small business subcontracting goal percentage obtained from <http://hudweb.hud.gov/po/arc/guidance/smbizgoals.cfm>*] of the total value of each contract and subsequent modifications. Contractors that are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting.

(b) In addition to the technical and management evaluation factors enumerated above, proposals shall be evaluated in terms of subcontracting opportunities provided to small business concerns. The evaluation shall consider the following:

- (1) The total value of the proposed small business subcontracting effort as it relates to the total value of the prospective contract.
- (2) Specific goals established for:
 - (i) Small Business
 - (ii) Veteran-Owned Small Business
 - (iii) Service-Disabled Veteran-Owned Small Business
 - (iv) HUBZone Small Business
 - (v) Small Disadvantaged Business
 - (vi) Women-Owned Small Business
- (3) Substantive nature of the subcontracted work as required by the solicitation.
- (4) Specific commitments to small business concerns evidenced by the proposal.

(End of Provision)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

The following exhibits are hereby incorporated into this solicitation/contract:

- 1. Exhibit 1**
 - i. Single Family Accounting Reports Exhibit 1.1.doc**
 - ii. Single Family Accounting Reports Exhibit 1.2.doc**
 - iii. Single Family Accounting Reports Exhibit 1.3.doc**
 - iv. Single Family Accounting Reports Exhibit 1.4.doc**
 - v. Single Family Accounting Reports Exhibit 1.5.doc**
 - vi. Single Family Accounting Reports Exhibit 1.6.doc**
 - vii. Aging Report.xls Exhibit 1.7**
- 2. Litigation Report.xls Exhibit 2**
- 3. Single Family – Power of Attorney (POA).doc Exhibit 3**
- 4. Default Management Operating Manual Exhibit 4**

The following attachment is hereby incorporated into this solicitation/contract:

- 1. Vendor Payment Form Attachment 1.doc**