REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

THIS RFQ ☑ IS ☐ IS NOT A SMALL BUSINESS SET ASIDE

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
Q0N2AAC0010		R02CH0006		

5a. ISSUED BY U. S. DHUD - New York Contracting Operations
26 Federal Plaza
New York NY 102780068

6. DELIVER BY (Date)

5B. FOR INFORMATION CALL:(No collect calls)

NAME: ANDRESS M WILLIAMS
Fax: (212) 264-8521

TELEPHONE NUMBER: (212) 542-7315 ext

7. DELIVERY ☐ FOB DESTINATION ☐ OTHER

9. DESTINATION

a. NAME OF CONSIGNEE: HSNG, MF HOUSING DIVISION - Buffalo

8. TO:

a. NAME:

b. COMPANY: To All Offerors

b. STREET ADDRESS: Lafayette Court, 465 Main Street, 2nd fl

c. STREET ADDRESS:

c. CITY: Buffalo

d. CITY: e. STATE: f. ZIP CODE:

d. STATE: NY e. ZIP CODE: 14203-1780

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)
08/06/2010

IMPORTANT : This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Goverment to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	OTHR PROFESSIONAL SERVICES Construction Inspection Service for projects West of Syracuse in the Counties:Monroe, Wayne, Livingston, Ontario, Seneca, Yates, Steuben, Schuyler and Chemung. Indef Qty with min 1 task order w/approx 8 inspections.	32.00	QTY		
0002	OTHR PROFESSIONAL SERVICES Construction Inspection Services for projects throughout the following Counties:Niagara, Orleans, Erie, Genesee, Wyoming, Chautauqua, Cattaragus and Allegany. Min 1 task w/approx 5 inspections *** Note *** PRICE INCLUDES ALL TRAVEL AND RELATED EXPENSES.	10.00	QTY		

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

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY e. STATE f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME(Type or print)

b. TELEPHONE AREA CODE NUMBER

c. TITLE(Type or print)

CONSTRUCTION INSPECTION SERVICES

STATEMENT OF WORK

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

I. DEFINITIONS

A. Construction Inspection Services means monitoring the construction and contract administration, and performing related functions for the purpose of protecting HUD's project interests. Major functions include : review and report to the GTR on the completeness of the assignment documents for the purpose of project inspection; participate in periodic job meetings; make periodic observations at the site of the multifamily housing project and report on-site and corollary off-set construction and contract administration; request Field Office specialized engineering assistance, where required due to unique or complex systems; advise the GTR on the need/general acceptability of proposed change orders; and monitor the contractor's record set of drawings and specifications; certify on the periodic pay request to the reasonableness of the amount requested by the contractor and recommended by the supervisory architect for the progress payment; observe the work, and complete and sign the inspectors portion of the Permission to Occupy relating to the acceptability of the work, including any list of incomplete items, for facilities tendered for occupancy; report, where applicable, the list of items for delayed completing at substantial completion of the Work, the estimated cost for completing each item and the recommended completion date for each item; certify to the acceptability of the work, connection of the utilities and property ingress at substantial completion of the Work; meet a the Field Office with HUD staff and/or parties involved in the project, where necessary, to resolve project issues; attend periodic training sessions conducted at the Field Office by HUD staff; and assist any HUD official conducting an on-site review of the project construction and contract administration for the purpose of assessing performance under this order or other areas of concern. Perform 9 month and 12 month guaranty inspections to include follow-up inspections for escrow items.

B. HUD Inspection Procedures are as provided in paragraphs 3-1 through 3-17 inclusively of Chapter 3, Architectural Inspection, HUD Handbook 4460.1 REV 1, Architectural Analysis and Inspections for Project Mortgage Insurance. Required reporting forms are to be completed as provided for each HUD Handbook 4480.1, Multifamily Underwriting Reports & Forms Catalog, or as provided in the instructions included on the form.

C. Initial Start of Construction is the date when the construction contract work commences, including demolition for substantial rehabilitation project and site clearance or other preliminary site work for proposed construction.

D. Substantial Completion of the work is when all the construction contract work has been completed, except work the beyond the contractor's control to complete which is accepted as items of delayed completion; and formalized as the date the contractor (inspector) signs the Final HUD Representative's Trip Report provided that the trip report is subsequently endorsed by the HUD Field Office.

E. Serious Construction Problems that might lead to default must be identified in the HUD Representatives Trip Report, and include:

- Work stoppage,
- Contractor abandons job,
- A change in the Contractor, Owner or Architect during construction,
- Construction defects untreated for 30 days,
- Contractor can't or won't correct any construction defect or latent defect,
- Extended periods of bad weather, strikes, etc.,
- Controlling jurisdiction issues a stop order,
- Slow start or progress of off-site work that would impair project occupancy.
- Other conditions of such nature or magnitude as to potentially cause a default, and warranting immediate attention by HUD personnel.

II. **BACKGROUND STATEMENT.** The U.S. Department of Housing and Urban Development (HUD) requires on-site construction inspection services for selected projects. The HUD Field Office may at its discretion assign a project for contract inspection.

III. **SPECIFIC TASKS.** The contractor under this Order must furnish its own materials, equipment, services, and facilities; provide its own transportation; and otherwise do all things necessary for or incident to the following tasks, except that the construction contractor must provide enclosed space at the job-site of such size, accommodations and furnishing as HUD may require for the discharge of the inspection function. The contractor under this order has the right of entry and free access to the project and to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project at all (normal working hour) times during the construction.

A. **Assignment.** Contact the GTR and other HUD staff designated by the GTR within one week of the award of this order. The GTR will orally brief the contractor and answer contractor's questions to assist the contractor to fully understand the requirements of this order. The GTR will provide the contractor with the assignment document, and a copy of each reference handbook

B. **Assignment Documents.** Review the assignment documents, and report an any observed noncompliance between the assignment documents and site conditions and/or HUD requirements consistent with Handbook 4460.1 REV 1, paragraph 3-4.A., and on the completeness and coordination of the drawings and specifications. This review is intended to locate readily identifiable oversights in document preparation, but is not the type of document analysis required during the design stages.

1. Advise the GTR of any noted incompleteness, contradictions or ambiguities in the drawings and specifications for his action in accordance with the contract documents. Record the event, any such subsequent event and the issues discussed on Form HUD 5379.

2. The standard for completeness and arrangement of the drawings and specifications is Handbook 4460.1 REV 1, paragraphs 2-7.B. through 2-7.D.

3. Assignment documents (see Handbook 4460.1 REV 1, paragraph 3-3.D.) include:

    - Set No. 3 of the construction contract set of drawings and specifications;
    - Copy of the Construction Contract, Form HUD 92442, 92442-A, 92442-CA, 92442-A-CA;
    - Schedule of Values, Form HUD 92328, Contractor's and/or Mortgagor's Cost Breakdown;
    - Progress Schedule;
    - Owner / Architect Agreement, AIA Document B-181, including HUD Appendix;
    - Contract or agreement for off-site construction, if applicable; and
    - Drawings and specifications for off-site construction, if applicable.

C. **Construction Record.** Maintain a file of project documents from project assignment through substantial completion of the work. Incorporate all the documents listed in Handbook 4460.1, paragraphs 3-4.L.2. through 3-4.L.13. inclusively, plus the set of assigned construction contract drawings and specifications, and off-site drawings and specifications. Use the construction record documents as the official set of documents against which all project observations and reporting are made.

D. **Preconstruction Conference.**

1. Conduct any additional required preconstruction conferences at the job-site, e.g. for major subcontractors that did not attend the Field Office session. Record on Form HUD 5379, HUD Representatives Trip Report, any such field conference and attendees.

2. Answer job site questions pertaining to labor and EEO contract provisions, administration of the construction contract, and cost certification submissions. Request Field Office assistance, where required, for in-depth questions.

E. **Construction Progress Meetings.** See Handbook 4460.1 REV 1, paragraph 3-3.E. for detailed instructions.

1. Schedule and participate in monthly job-site meetings to coincide with the monthly review of the general contractor's requisitions (pay draws).

2. Apprise the major participants of observed deficiencies and problem areas in the progress of the work and contact administration; clarify HUD procedures applicable to the issues raised; and guide the appropriate parties to the extent necessary to address and resolve outstanding issues.

3. Remind the participants at each meeting after 80 percent project completion :

   - Of the Construction Contract, Article 2.D., definition of Substantial Completion of the Work, and
   - The owner (in all cases) and general contractor (where the Cost Plus Contract is used) must meet with HUD's mortgage credit staff before 90 percent project completion to review cost certification submission requirements.

4. Record the meeting, issues discussed and conclusions reached on Form HUD 5379.

F. **Inspections.** Visit the project job-site as required for the type, stage and condition of construction, but not less often than twice a month at approximately fourteen day intervals to observe and report on job conditions, construction and contract administration. See Handbook 4460.1 REV 1. Schedule one inspection visit to coincide with the monthly pay draw.

1. The major functions during the inspection are to :

   - Evaluate and report on the contractor's organization, operations and supervision;
   - Evaluate and report on the supervisory architect's administration of the contract and services;
   - Report on special circumstances, the date of the start of initial and permanent construction, occupancy, delays, disputes, changes, etc. Specifically identify and report serious construction problems that may lead to default;
   - Report on noncompliance in the work from the contract documents observed by the inspector and/or the supervisory architect;
   - Determine that the amounts requested by the contractor and recommended by the architect for payment are reasonable;
   - Report on labor and EEO compliance, and number of wage interviews conducted;

- Report on the percentage of project completion and schedule completion, and the percentage of completion of each additive change order; and
- Report on compliance with each of-site work contract, if applicable, and on the percent completion for each. Report where the slow start or progress of off-site work may delay occupancy.

1. Record each inspection finding on Form HUD 5379, HUD Representative's Trip Report, in accordance with instructions in Handbook 4480.1 CHG 29. Incorporate findings or any HUD specialist sent to the project to assess unique or complex conditions or systems requiring engineering or other specialized skills in unified report in accordance with Handbook 4460.1 REV 1, paragraph 3-4.E.

2. Discuss adverse findings with the supervisory architect at the job site, or by phone if the supervisory architect is not preset when the site visit is made. Give a copy of Form HUD 5379 to the supervisory architect, if he's present at the job site, or leave it for him at the job site

3. Advise the HUD Design Representative and record the findings on form HUD 5379, where there is occupancy of any part of the work for which HUD has not executed Form HUD 92485, Permission to Occupy. See Handbook 4460.1 REV 1, paragraph 3-4.J. for additional detail.

4. Perform the final inspection (Final HUD Representative's Trip Report) upon Substantial Completion of the work, defined in paragraph I.D. of this order, in accordance with instructions in Handbook 4460.1 REV 1 paragraphs 3-16.A, B, and C.

   a. The report must include the following statements:
      - "Construction acceptably completed," or Construction acceptably completed subject to withholding disbursement of escrowing funds for completion of the listed items of delayed completion." List any items of delayed completion, and estimate cost.
      - "Utility services : (list services including electricity, gas, water, sanitary sewer, storm sewer, telephone, and cable TV as applicable), are complete, connected, and operable."

   a. Complete and date the "Final HUD Representative's Trip Report" on the day of the site visit.

G. **Wage interviews.** Conduct wage interviews during the course of construction of a representative number of workers in each of the various trades and report on Form HUD 11, Record of Employee Interview, in accordance with HUD Handbook 1344.1 REV 1, paragraphs 3-1 and 3-2.

H. **General Contractor's Monthly Requisition For Payment.** Review the Contractor's Requisition Form HUD 92448, and supporting documents against the Schedule of Values, Form HUD92328, and the observed acceptably completed work and acceptably stored material. Payment for stored materials must be supported and conform with Handbook 4460.1 REV 1., paragraphs 3-7 and 3-8.

1. Modify the requisition as appropriate in accordance with instructions in Handbook 4480.1, and Handbook 4460.1 REV 1, paragraph 3-6. Report any modifications to the requisition on Form HUD 5379.

2. Complete and sign the Inspector's Certification on the reverse of Form HUD 92448.

I. **Supervisory Architect's Services** Advise the supervisory architect on HUD requirements, monitor his performance against provisions of the Owner-Architect Agreement, AIA B181, and report in the supervisory architect's performance in accordance with Handbook 4460.1 REV 1, paragraphs 3-4. K., 3-10., and 3-11.4 . Report inadequate performance on Form HUD 5379.

J. **Construction Changes** Determine preliminary acceptability for proposed change orders before their submission for the mortgagee's and HUD's approval in accordance with Handbook 4460.1 REV 1, paragraph 3-12 and completion instructions on the Request For Construction Changes - Project Mortgages, Form HUD 92437.

K. **Architect's Supplemental Instructions** Monitor the proper use of the Architect's Supplemental Instructions, AIA Document G710, for compliance with Handbook 4460.1 REV 1, paragraph 3-13, and assure distribution to the Field Office. Report the architect's improper use or distribution of AIA Document G710 on Form HUD 5379.

L. **Serious Construction Problems** Report serious construction problems, defined in paragraph I.E. of this Order, on Form HUD 5379 in accordance with Handbook 4460.1 REV 1, paragraph 3-14.A.

M. **Permission to Occupy**

1. Complete and sign the HUD Representative's portion of the Permission to Occupy, Form HUD -92485, subject to procedures provided in Handbook 4460.1 REV 1, paragraph 3-15, where the owner requests occupancy for any or all dwelling units or facilities.

2. Report on all requests for permission to occupy on Form HUD 5379.

N. **Training and Field Office Liaison** Attend HUD conducted training sessions at the HUD Field Office, as scheduled by the GTR during the term of this order. Such training shall be approximately two-hours in duration at approximately 30 day intervals for the purpose of addressing programmatic and technical issues relevant to project inspection. Concurrently, review and update the Field Office Construction Record, consistent with Handbook 4460.1 REV 1, paragraph 3-4.L., and direct the GTR's attention to any known open issue requiring Field Office action. Payment for training will be made in accordance with Section VI of this order.

IV. **DELIVERY SCHEDULE** Delivery may be by US Mail, mutually acceptable service or in person.

A. Assignment Document Review Report. Deliver to the GTR with or before delivering the first inspection report, Form HUD 5379, HUD Representative's Trip Report.
B. HUD Representative's Trip Report, Form 5379. Deliver or leave one copy at the job-site for the supervisory architect, and deliver the original to the GTR within five working days of the site visit.
C. Record of Employee Wage Interview, Form HUD 11. Deliver the original and one copy to the GTR within five working days of the site visit.
D. Contractor's Requisition, Form HUD 92448. Return the original and seven copies to the Owner's representative at the job site upon completion of the pay draw review and signing of the documents; and deliver one copy to the GTR within five working days of the site visit.
E. Permission To Occupy, form HUD 92485. Return the original and seven copies to the Owner's representative at the job site upon the review of the units and/or facilities proposed for acceptance and signing the documents; and deliver one copy to the GTR within five working days of the site visit. Include any list of incomplete work made a part of the Permission to Occupy.

V. **PAYMENT FOR INSPECTION SERVICES** The contractor shall be paid on a per inspection basis at the rate quoted on the Standard Form 18 and the subsequent award document, the Optional Form 347. The contractor shall include any and all travel expenses in the per inspection quote. Billings must be submitted on Standard Form 1034.

VI. **PAYMENT FOR ADDITIONAL SERVICES AND TRAVEL** Additional services are at the option of HUD, must be negotiated, and directed by the HUD Contracting Officer in advance of any such services being performed.

A. Additional Services are where:

1. Due to delayed completion of a project, it may be necessary to perform additional inspections. Additional inspections are at the option of HUD, must be negotiated , and directed by the HUD Contracting Office before any

additional inspections are performed. Instructions for billing are the same as included in Section V, Payment for Inspection Services.

2. Items of delayed completion must be monitored, and HUD requests that the contractor provide such monitoring services.

3. The Inspector is required to attend training in the Field Office Liaison as defined in Section III N, of this order.

B. Additional Services Travel is that required to perform the additional services directed by the HUD Contracting Officer. All travel required to perform the additional services directed under terms of this Order is a part of the services and may not be separately filled.

C. Billings must be submitted on Standard Form, SF 1034.

VII. **SUSPENSION OF SERVICES** Services under this order may be suspended for up to 120 calendar days on any combination of periods, not to exceed three periods, after any event leading to cessation of work at the project site. Services may be suspended for any longer aggregate number of days subject to the contractor's mutual consent.

A. **Time Adjustment** In the event of any services suspension, the basic services period shall be extended by a corresponding period.
B. **Price Adjustment** There shall be no compensatory price adjustment for any suspension of basic services.

VIII. **TERMINATION OF PROCUREMENT** Provisions of the Federal Acquisition Regulation at Title 48 of the Code of Federal Regulations (48 CFR Chapter 1) apply.

IX. **REFERENCE HANDBOOKS** The GTR shall provide the following updated handbooks for use in conducting services under terms of this order.

A. Architectural Analysis and Inspections for Project Mortgage Insurance, Handbook 4460.1 REV 1.

B. Construction Period to Final Closing for Project Mortgage Insurance, Handbook 4435.1.

C. Multifamily Underwriting : Reports and Forms Catalog, Handbook 4480.1.

D. Federal Labor Standards Compliance in Housing and Community Development Programs, Handbook 1344.1 REV 1.

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

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

52.204-8 Annual Representations and Certifications (Feb 2009)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is ___541310__

(2) The small business size standard is ____$4.5_____.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

SOLICITATION PROVISIONS

52.252-1 Solicitation Provisions 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):
Federal Acquisition Regulations Clauses and Provisions: **http://www.arnet.gov/far/**
U.S. Dept. of HUD Regulations Clauses and Provisions: **http://www.hud.gov/offices/cpo/hudar.cfm**

[ ] 52.217-5 Evaluation of Options (JUL 1990)
52.222-21 Prohibition of Segregated Facilities (FEB 1999)

PURCHASE ORDER GENERAL CLAUSES

FAR 52.204-7 Central Contractor Registration (Apr 2008)

(a) Definitions. As used in this clause—

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

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

entities.

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

"Registered in the CCR database" means that—

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

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

(b)

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

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

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

(1) An offeror may obtain a DUNS number—

(i) Via the internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the

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

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Mar 2009)

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

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

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 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).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2008).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2009).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

(Sep 2006) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United states.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998).* This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): **Federal Acquisition Regulations Clauses and Provisions: http://www.arnet.gov/far/**
U.S. Dept. of HUD Regulations Clauses and Provisions: http://www.hud.gov/offices/cpo/hudar.cfm

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

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

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

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

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

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

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

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

2452.209-72 Organizational Conflicts of Interest (APR 1984)

2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (FEB 2006)

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

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

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

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

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

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

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

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

SPECIFIC SUPPLY CLAUSES

[ ] 52.213-2 Invoices. (APR 1984)
52.243-1 Changes - Fixed-Price. (AUG 1987)

SPECIFIC SERVICE CLAUSES

[x] 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: **AS SPECIFIED IN PROPOSAL**

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 _____or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

(1) Causes the contractor to perform work outside the statement of work or specifications of the contract;

(2) Constitutes a change as defined in FAR 52.243 1;

(3) Causes an increase or decrease in the cost of the contract;

(4) Alters the period of performance or delivery 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.

[ ] 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 __the timeframe of the performance period___ ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ____ 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.

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months).

[ ] 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)
....this clause identifies the classes of services employees expected to be employed under the contract and states the wage and fringe benefits payable to each if they were employed by the contracting agency.....

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

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

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

INDEFINITE QUANTITY/ INDEFINITE DELIVERY CLAUSES

[X] 52.216-18 Ordering (OCT 1995) (a) ....orders may be issued from _____ _____.

[x] 52.216-19 Order Limitations (OCT 1995)
(a) *Minimum order.* When the Gov't requires ... in an amount of less than ____the Gov't is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
(b) *Maximum order.* The Contractor is not obligated to honor—
(1) Any orders in excess of _____ ;
(2) Any order for a combination of items in excess of _____ ;
(3) Series of orders...within _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
(d)...Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within _____ days after issuance.....

[ ] 52.216-20 Definite Quantity (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after ____ (insert date).

[ ] 52.216-21 Requirements (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after _____ (insert date)

[X] 52.216-22 Indefinite Quantity (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after _____ (insert date).