

1.0 Description

- 1.1 This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Federal Acquisition (FAR) Regulation Subpart 12.6, as supplemented with additional information included in this notice and . This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.
- 1.2 Request for Quotations (RFQ): Q8C5AAC0042
- 1.3 The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular **2005-26**.
- 1.4 This is 100% Small Business Set-Aside. The NAICS code is 531320 and a size standard of \$2 million.
- 1.5 This contract has a base period of one year and four, one-year options. This is an indefinite quantity fixed-unit-rate purchase order. During the life of the purchase order and all options, the minimum dollar amount is \$20,000 and the maximum dollar amount is \$100,000.00. HUD's estimated amount of reviews to be ordered over the life of the purchase order (base year and four one-year options) will be 50. The State of Missouri requirements are listed in Attachment 1.

<i>Contract Line Item Number (CLIN) and Item/Service</i>	<i>Unit Price</i>	<i>Total Estimated Price</i>
BASE PERIOD		
CLIN 1001 Field Reviews of Appraisals	\$ Per review	\$
OPTION PERIOD 1		
CLIN 2001 Field Reviews of Appraisals	\$ Per review	\$
OPTION PERIOD 2		
CLIN3001 Field Reviews of Appraisals	\$ Per review	\$
OPTION PERIOD 3		
CLIN 4001 Field Reviews of Appraisals	\$ Per review	\$
OPTION PERIOD 4		
CLIN 5001 Field Reviews of Appraisals	\$ Per review	\$
Total Estimated Price		\$

1.6 HUDAR 2452.216-76, Minimum and Maximum Quantities and Amounts for Order (FEB 2006)

The minimum dollar amount to be ordered under this purchase order including all options shall not be less than the minimum dollar amount shown in the following table. The maximum dollar amount to be ordered under this purchase order including all options shall not exceed the maximum dollar amount shown in the table.

Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
N/A	\$20,000	N/A	\$100,000

- 1.7 Delivery and acceptance. Delivery date of each assigned review is not later than 20 calendar days after assignment. Acceptance place is as listed below in paragraph 1.11 The GTR will have seven calendar days for reviewing, Approving and accepting contract deliverables.
- 1.8 FAR Clause 52.212-4, Contract Terms and Conditions-Commercial Items (FEB 2007), applies to this acquisition.
- 1.9 FAR Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUN 2008), applies to this acquisition. The additional FAR clauses cited in FAR clause 52.212-5 that are applicable to this acquisition are set forth in Attachment 1.
- 1.10 Below are additional contract requirement(s) or terms and conditions determined by the Contracting Officer to be necessary for this acquisition and consistent with customary commercial practices:
- 1.10.1 FAR 52.217-8 Option to Extend Services (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than 30 days before the contract expires.
- 1.10.2 FAR 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 not later than 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend not later than 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.
- 1.10.3 FAR 52.216-18, Ordering (OCT 1995)
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 5 years thereafter if all options are 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.
- 1.10.4 FAR 52.216-19, Order Limitations (OCT 1995)
(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$400, 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 \$20,000;
(2) Any order for a combination of items in excess of \$20,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

1.10.5 FAR 52.216-22, Indefinite Quantity (OCT 1995)

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

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

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

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

1.10.6 HUDAR 2452.203-70 Prohibition Against the Use of Government Employees (FEB 2006)

1.10.7 HUDAR 2452.209-72 Organizational Conflicts of Interest (APR 1984)

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

1.10.9 GUIDELINES FOR DELIVERY OF ELECTRONIC FILES

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

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

ELECTRONIC FORMATS FOR LARGE DATA FILES

- a. Three items must be delivered in electronic format: Data, Documentation, and Computer code (if it has been written, e.g. in SPSS, FORTAN, or other language to read, label, and format the data). The documentation must also be provided on paper (two copies).
- b. Disk (floppy, zip disk), CD-ROM, or 9-track mainframe tape, or 3480-type mainframe cartridge. Internal labels are optional.
- c. For disk or CD-ROM: ASCII, .DOC, .WKS, .XLS, or .DBF. For the Documentation, Microsoft Word 2000 for Windows text, or Rich Text Format (.RTF) - are acceptable. Self-extracting compressed format is optional. If a file is delimited by commas and quotes, no field may be entirely blank, so, “ “, or 0, are acceptable (some spreadsheets and other software skip blank fields in comma-delimited files). The internet (via e-mail or any other method) may not be used for final versions, nor for private data, since it may introduce unnoticed errors, and is not wholly private.
- d. For Mainframe (9-track): ASCII or EBCDIC files. No compression is allowed. Each record type must be fixed format. Blocks must be less than 32,768 characters per block so a variety of systems. No multi-reel files are allowed unless they are ASCII labeled.
- e. Illustrations and other figures shall be submitted both in the original program format (such as .DWG for AutoCAD drawings) and in universal formats, such as .JPG, .BMP, .WMF, etc. that are web-compatible.

DOCUMENTATION FOR LARGE DATA FILES

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

CODES

- a. Geography. If instructed by the contract, addresses must be geo-coded to show standard numeric codes for: State, County, Minor civil division (MCD, which must be given in New England and is optional elsewhere), Place, Census tract, Census block (block face if possible), Latitude and longitude as near as possible, 9-digit zip code. MA

codes are also desirable but change often, as a result, HUD will use county and MCD codes to re-create MA codes as needed.

b. Occupation and industry. If present, these must use standard codes of the Census Bureau, Labor Department, of Office of Management and Budget.

ELECTRONIC FORMATS FOR SMALL DATA AND PROJECT FILES

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

- Word processing: Microsoft Word 2000 for Windows.
- Spreadsheet tables: Microsoft Excel 2000 for Windows.
- Presentation files: Microsoft PowerPoint 2000 for Windows.
- Statistical and relational data base routines/procedures/programs and table: Statistical Package for the Social Sciences (SPSS) 6.1 files (or SAS export files readable by SPSS 6.1)
- Raw data in large (over 1.2 million characters) files: Comma-delimited or fixed field ASCII files.

b. If the data files submitted are the final submission of a report or other work product, the contractor should also provide the entire report in Adobe Acrobat (.PDF) format for posting on the HUD website.

c. The media used will be determined by the size of the files. Media selected must be compatible with standard personal computers operating in a Windows environment.

- Floppy disks: 3-1/2 inch, 1.44-megabyte capacity MS-DOS-formatted floppy disks, for files of up to 1.2 million characters.
- Compact disk read-only memory (CD-ROM) disks in standard commercial (ISO 9660) format, zip disk, or DVD disks in standard commercial (MPEG-2) format, for files of more than 1.2 million characters, or, if acceptable to the Government, sets of similar files with, in aggregate, more than 1.2 million characters.
- Other media, programs and formats: As agreed upon by the Government.

DOCUMENTATION FOR SMALL DATA AND PROJECT FILES

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

FORMATS FOR AUDIO-VISUAL FILES

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

b. Videodisk: Standard commercial (ISO 9660) format.

DOCUMENTATION FOR AUDIO-VISUAL FILES

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

REVIEW AND EVALUATION OF SUBMISSIONS

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

1.10.10 HUDAR 2452.237-73 Conduct of Work and Technical Guidance (FEB 2006)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is Sharon Pavelka 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 or electronic mail.

(d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTM) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.

(e) Other specific limitations: N/A

(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.

1.11 Certification Regarding Common Security Configurations for Windows XP and Vista Operating Systems (JUNE 2007)

(a) By signing this contract, the Contractor certifies that the information technology applications it provides under this contract are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 or higher configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see:

http://csrc.nist.gov/itsec/guidance_WinXP.html

and for the Windows Vista settings, see:

http://csrc.nist.gov/itsec/guidance_vista.html.

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology shall use the Windows Installer Service, if available, for installation to the default "program files" directory and be able to silently install and uninstall.

(c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

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(d) The Department of Housing and Urban Development (HUD) reserves the right to validate, in any manner, compliance of any information technology application provided under this contract with the requirements of this clause.

(e) The Contractor shall include this clause, including this paragraph (e), in all subcontracts under this contract that require delivery of information technology applications.

1.12.1. As stated in 52.212-4, the contractor may submit monthly invoices for the number of reviews completed and accepted in the preceding month.

Submit an original and three copies to: GTR: Sharon Pavelka Address of HOC: US Dept of HUD Denver Homeownership Center 1670 Broadway Denver, CO 80202	Submit one copy to: US Department of Housing and Urban Development Chicago Contracting Operations Branch Lisa Simon-Lewis, Contract Specialist 77 W. Jackson Blvd, Room 2517 Chicago, IL 60604-3507
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Payment will be made by:

US Department of Housing and Urban Development by direct deposit to contractor's account.
CMIS, P.O. Box 44815
Washington, D.C. 20026

1.13.1 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JUN 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 (Sep 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 (Jul 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 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 (Apr 2008)(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 (Sep 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 (Apr 2008)(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 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 (Sep 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 (Sep 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 Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (May 2008) 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, 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 (Jun 2008) (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)).

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(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:

[Contracting Officer check as appropriate.]

(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 (Sep 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), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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.

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(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. *Submission Information (this section will not be included in subsequent purchase order)*

2.1 FAR provision 52.212-2, Evaluation - Commercial Items (JAN 1999) applies to this acquisition. The government is using the following factors to evaluate offers:

2.2 Offerors shall address the following factors. The factors are equal in importance and, when combined, are more important than price.

2.2.1 Factor 1 – Capability

Offerors shall provide a description of how the vendor will complete all assigned reviews within 20 calendar days of assignment. Evidence shall include a list of all proposed licensed FHA-roster appraisers that may be used in performance of this order.

2.2.2 Factor 2 – Quality

Offerors shall describe how assigned appraisers will be trained in the requirements of this order and become familiar with HUD’s Web-based system.

2.2.3 Factor 3 – Past Performance

Offerors shall submit at least two recent (within the past 6 months) USPAP/S.R.3 compliant field reviews completed for HUD or other clients. Evidence shall also include names and telephone numbers of previous clients. HUD may or may not contact prior clients to confirm claimed performance.

2.3 A comparative evaluation of offers will be conducted. Also, evaluation of past performance may be based on information such as the contracting officer’s knowledge of and previous experience with the services being acquired, customer surveys, or other reasonable basis, such as National Institute of Health’s (NIH) Contractor Performance System (CPS).

2.4 The Contracting Officer will issue an order to the responsible offeror whose submission will be most advantageous and offers the overall best value to the Government, price and other factors considered. HUD may issue an order to other than the lowest priced submitter.

2.5 FAR Clause 52.212-1, Instructions to Offerors – Commercial Items (JUN 2008), applies to this acquisition.

2.6 Representations and Certifications

Offerors are advised to include a completed copy of the FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items (JUN 2008), with their offers.

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- 2.7 Offerors will submit one hard copy of the quotation with original signatures and submit an electronic version compatible with the Department's hardware/software via email to the address below. If the offeror elects not to submit its proposal by one hard copy and electronic means, then the offeror must submit the one hard copy with original signatures and three hard copies. Submissions are due September 8, 2008 by 3:30 PM Central Time. Submit quotations in hard copies to:

U.S. Department of Housing and Urban Development
Chicago Operations Branch
Attn: Lisa Simon-Lewis
77 W. Jackson Blvd, Room 2517
Chicago IL, 60604-3507

- 2.8 For further information regarding the solicitation please contact Lisa Simon-Lewis, Contract Specialist, at 312-886-2760 X2599 or at email: Lisa.Simon@hud.gov. The government will award a purchase order on or about September 30, 2008.

Attachment 1

Work Statement for Field Review of Appraisals

SERVICES

The contractor shall perform on-site interior and exterior field review of appraisals for the U.S. Department of Housing and Urban Development (HUD) Denver Home Ownership (DHOC).

GEOGRAPHIC AREA: State of Missouri

STATEMENT OF WORK

The contractor shall be responsible for the management and administration of all tasks assigned under the contract and shall furnish the necessary personnel, materials, labor, services (including all transportation that may be needed), equipment to include but not limited to digital photographic capability, and Broadband Connection, i.e. DSL Cable Modem, facilities, required computer software (presently Excel, Word, Access and Acrobat Reader) and otherwise to do all things necessary or incident to the performance of the work specified herein. Appraisal review assignments will be delivered to the contractor, via Federal Express or by such other methods the HOC deems acceptable.

The contractor shall perform, as assigned by the HOC, on-site field review of appraisals completed by appraisers on the FHA roster. For each case assigned, the contractor shall inspect the interior and exterior of the subject property and return a completed Appraisal Review Report (ARR), to the HOC. The completed ARR shall be returned to the HOC via FHA Connection Web Based System, which is accessed via the Internet. All transmissions must be followed by a mailed hard copy of the complete review, signed by the contractor containing all supporting documents, unless otherwise directed by the HOC. The hard copy is to be received by the HOC no later than 20 calendar days from the date of receipt. NOTE: The 20 day performance period officially begins with the first business day after the date received. (For example, the contractor receives the assignment on Tuesday, June 5, 2007; the performance period begins on Wednesday, June 6, 2007, and ends at the close of business on Monday, June 25, 2007.) In the event the 20th day falls on a non-business day, the next business day will be considered the date the performance period ends.

Each review shall determine the accuracy and quality of the appraisal by ensuring that:

The factual information on the appraisal report is correctly reported and supported. If the contractor determines the factual information on the original appraisal report is not correctly reported, the contractor shall identify the incorrect information and provide the correct information supported by a copy of the contractor's data source for each review. Example: For a square footage error, data may be a plat, survey or the contractor's actual measurements with a tape measurer or some other acceptable method.

Conclusions in the appraisal report are based on data presented. Example, if the data is old or not comparable to the subject, the contractor shall supply more appropriate data on the subject and comparables to justify a different value conclusion.

The property's location is acceptable and the physical structure is eligible for FHA mortgage insurance, as reported.

Repair requirements made by the roster appraiser are appropriate, not excessive and adequate to preserve the property and protect the health and safety of the occupants. If not, the contractor shall furnish supporting documentation as part of the ARR. Examples of acceptable documentation are photos of defects, home inspection report, termite report, reviewer's first hand report, report from fire/police authorities, structural engineer report, letter from contractor (such as roofer), plus any additional photos to support other findings.

The roster appraiser adequately addressed the requirements of the flood insurance program. If not, the contractor shall furnish supporting documentation such as a copy of the FEMA flood map or a copy of the elevation certification from an engineer.

The roster appraiser correctly identified properties with defective paint surfaces for which mitigation is required.

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Sales dates of comparables are within six months of the effective date of the appraisal or a satisfactory explanation is provided that justifies their use.

Adjustments for location, site/view, design/appeal, and age/condition, are reasonable and appropriate.

The value by the sales comparison approach is supported. If it is not, the contractor shall provide additional comparables to support his/her conclusion, including a copy of the data source and photos of all additional comparables. A new or revised sales grid is required to support a different value. Example: If the appraiser overvalued the property, the contractor shall furnish/document better comparable sales, a more accurate description of the property's condition, which reflects a change in value and/or better market supported adjustments.

The replacement cost for a newly constructed property is supported by the square foot method. If not, the contractor shall furnish a different value using the square foot methodology including a copy of the two pages from the Marshall & Swift (M&S) Residential Cost Handbook where the figures were obtained. The reporting of said figures/computations will be reported via Marshall & Swift form 1007.

The income approach to value for income producing properties is supported by a Gross Rent Multiplier (GRM) analysis. If not, the contractor shall furnish a revised GRM analysis. If the GRM is not supplied the contractor is required to note this in his report but is not required to create and provide one. A standard form will be supplied to the contractor.

The FHA roster appraiser has applied standard appraisal principles per the Uniform Standards of Professional Appraisal Practice (USPAP) and complied with HUD guidelines found in all applicable HUD Handbooks, the HUD Homeownership Center (HOC) Reference Guide and mortgage letters.

Manufactured homes meet HUD requirements and eligibility criteria.

If the property is located on a private road, its location and accessibility were considered in the appraisal report and compliance with HUD guidelines were required.

The description of the neighborhood is complete and accurate. If not, the contractor will furnish MLS data and/or information from the local jurisdiction (city/county) on school district, zoning, etc.

Significant physical characteristics are correctly reported. If not, the contractor shall furnish documentation such as a plat showing easements, power lines, deck, etc. The contractor shall compare the property condition noted in the appraisal to actual conditions, and support any discrepancies with photographs.

Utilities are correctly reported. Example: If the subject property's utility services are incorrectly reported, the contractor shall furnish documentation such as a letter from the county or public utilities/Department of Water and Sewer to support the finding and any photos that support the finding(s).

The housing type is correctly identified. If not, the contractor shall furnish additional documentation such as photos showing all sides of the house, property tax record/plat, a new sketch, etc.

Sales concessions are correctly reported, and opinion of market value is properly qualified given the sales concessions. If the comparables had special or creative financing or sales concessions other than costs which are normally paid by the sellers in virtually all sales transactions, the appraiser should make a negative (-) adjustment to reflect these sales concessions.

An analysis of the sales contract is correctly reported per USPAP Standards Rule 1-5(a) and 1-5(b). A copy of the Real Estate Sales Contract or its equivalent will be provided to the contractor for sales data information.

The contractor shall perform an interior and exterior property review. It is anticipated that HUD will ask the contractor to perform interior property reviews of 100% of the subject properties assigned. The interior review shall include examination for any unusual items or serious oversights by the FHA roster appraiser of noticeable defects in the property, which could adversely affect the health and safety of the occupants or the continued marketability of the property. The review shall include, as appropriate, an inspection of the crawl space and the attic.

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When access to the property is denied for the interior review, the contractor must fully document attempts made to obtain access, and contact the HOC GTM/GTR. The contractor will then proceed as directed by the HOC GTM/GTR. The exterior review shall include all items mentioned in item B above. For exterior reviews only, the contractor will receive 60% of the price/fee.

The contractor shall perform an exterior inspection of each of the comparable sales.

The contractor's field review findings for each property inspected shall be documented on the ARR. The form shall be fully completed and a hardcopy signed by the contractor. The review comments shall be specific and limited to violation items presented in a constructive manner so that the roster appraiser understands those areas of the report which are unacceptable and which need improvement. The ARR and attachments shall be returned to the HOC via FHA Connection Web Based System and followed by a mailed (signed) hard copy, via a traceable and tractable overnight mail method (Federal Express, Express Mail, etc.).

Digital photographs are required from the contractor and shall include: the interior, as necessary to substantiate adverse findings, exterior (photographs to show the front, rear, and sides) of the subject and all the appurtenant structures, missed repair conditions for the subject, and exterior (front only) of the comparable sales, including the contractor's new comparables. If the rear of the subject property cannot be accessed for safety reasons, contractor shall fully document the file.

The ARR information shall be clear, legible and provide substantiated findings limited to violation specific comments. When recommending "better comparable" properties on the ARR, the contractor shall assure the recommended comparable properties fully support that statement and were available to the appraiser at the time the appraisal report was completed.

Line adjustments exceeding 10 percent, net adjustments exceeding 15 percent, and gross adjustments exceeding 25 percent should be justified in writing by the appraiser. The reviewer shall determine the reasonableness of the adjustments and the validity of the justification, and shall also determine if better comparable properties were available.

The contractor shall submit to training, (two separate trainings, not to exceed two days each) conducted by HUD staff at the HOC, or as directed by the HOC this training may be accomplished by means of telephonic or PIC-TEL means, on HUD's Appraisal Review Process field review procedures, use, and completion of the ARR, Appraiser Violations Matrix, and the electronic transmission of reports.

In the event the contractor or subcontractor is needed to provide expert testimony and/or give depositions or otherwise participate in litigation with HUD, a separate purchase order will be issued to cover the contractor's cost.

QUALIFICATIONS AND RESTRICTIONS

The Field Review Appraiser performing field reviews of appraisals under this contract shall possess an appraiser's license or certification for the state, in which the subject property is located. The licensing requirement may be met through reciprocity only to the extent permitted by State law. The license or certification must meet the minimum criteria as established by the Appraiser Qualifications Board of the Appraisal Foundation for performing appraisals in conjunction with federally related transactions.

Upon contract award, and throughout the award period, the contractor must be, or, have on staff, at least one (1) licensed appraiser who is an active FHA Roster Appraiser.

All Field Review Appraisers must be active appraisers on the FHA Appraiser Roster. Field reviews performed by a registered/trainee appraiser will not be accepted.

Quoters shall provide complete copies of two (2) recent (USPAP compliant) field reviews that have been completed for HUD or other clients.

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Quoters shall submit a Quality Control/Technical and Management Plan to the Contracting Officer. The Quality Control/Technical and Management Plan shall contain:

A detailed description of the quoter’s strategy for the timely completion of all work assignments within the prescribed 20-day performance period, as described in the Statement of Work Section in Paragraph 2.

A detailed description of the quoter’s strategy for the training of staff (including all subcontracted appraisers). The plan must outline the measures the bidder will take to ensure that employees and subcontractors are/will be knowledgeable of HUD’s Web Based System, and this Statement of Work.

Evidence that adequate resources (particularly, Field Appraisers) are in place to cover the geographic area(s) sought.

The proposed method the quoter shall use to review all completed Appraisal Review Reports (ARR), submitted by their subcontractor(s) and/or staff, performing said ARRs, that ensures compliance with this Statement of Work, HUD rules & regulations, and the Uniform Standards of Professional Appraisal Practice.

PERFORMANCE DISINCENTIVE

Acceptable Performance Level (APL). At a minimum, the contractor shall deliver 95% of the completed reviews error-free. For the purposes of this contract, an error is defined as follows:

Failure to complete work in allocated timeframes.

Failure to deliver an acceptable and/or complete electronic and hard copy of the ARR.

For each invoice period, HUD will review the work cases completed to determine if the cases contain errors (as defined in the Performance Disincentive Section in paragraph 1).

Attachment 2

FAR 52.204-7 Central Contractor Registration (APR 2008)

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (JUN 2008)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates 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 (c) through (m) 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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“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 the 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) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(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 representation 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 _____. *[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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.]*

(c) Offerors must complete the following representations when the resulting contract is to 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 (\$100,000)

(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 _____ * _____ is not, 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	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, ___* 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) or 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 or 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 Responsibility Matters (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;

(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, violating Federal criminal tax laws, 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 enumerated in paragraph (h)(2) of this clause; and

(4)___ * Have, ___*have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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.

(l) *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 (l)(3) through (l)(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 _____

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(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Provision)

Alternate I (Apr 2002). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address __is, __ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at [http://www.arnet.gov/References/sdbadjustments](http://www.arnet.gov/References/sdbadjustments.htm).htm. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.