

REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

THIS RFQ IS IS NOT A SMALL BUSINESS SET ASIDE

1. REQUEST NO. Q8D8AAC0015	2. DATE ISSUED 3/14/2008	3. REQUISITION/PURCHASE REQUEST NO. R89JH0020	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY HUD Denver Contracting Operations 1670 Broadway, 23rd Floor Denver CO 802024801			6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL:(No collect calls)				
NAME RUDY L JULAO Fax: (415) 489-6711		TELEPHONE NUMBER (415) 489-6713		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER
9. DESTINATION				
a. NAME OF CONSIGNEE HSNG, SANTA ANA S/F HOMEOWNERSHIP CENTER				
8. TO:		b. STREET ADDRESS. Santa Ana Federal Building 34 Civic Center Plaza		
a. NAME	b. COMPANY To All Offerors		c. CITY SANTA ANA	
c. STREET ADDRESS.			d. STATE CA	e. ZIP CODE 92701-4003
d. CITY	e. STATE	f. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) April 2, 2008 at 10:00 a.m. (local)		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 Government 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 Closing Agent Services for the State of Oregon *** Note *** Send quotations to: U.S. Department of Housing & Urban Development Western Field Contracting Operations (NFWR) 600 Harrison Street, 3rd Floor San Francisco, CA 94107-1387 Attn: Rudy L. Julao, Contract Specialist	70.00	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			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME(Type or print)		NUMBER	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE(Type or print)			

DESCRIPTION OF SERVICES

PO.1 SERVICES

The contractor shall provide closing services for the U.S. Department of Housing and Urban Development (HUD) on HUD-owned single family properties (1-4 units) located in the geographic area under the jurisdiction of the Santa Ana Homeownership Center (SAHOC). This statement of work represents a fundamental change in the way HUD approaches contracting for closing services in areas where relatively few sales take place. It is HUD's intent to closely mirror the customary closing practices in this geographic area.

PO.2 GEOGRAPHIC AREA

State of Oregon

PO.3 MINIMUMS, MAXIMUMS, AND ESTIMATES

- 3.1. The government will order a minimum quantity of 10 closings for the life of this contract, and does not guarantee the maximum quantity of 140 closings. However, the maximum quantity to be ordered will not exceed the maximums set forth. The estimated quantity of 70 closings is an estimate only.
- 3.2. The quantities delineated above represent closed actions only. The minimum and maximum quantities do not include aborted closings or cancellations.
- 3.3. HUD reserves the right to unilaterally increase or selectively assign properties in geographic areas or to administratively revise the geographic area in accordance with the Changes Clauses of the contract, if such action is determined to be in the best interest of the government. HUD is under no obligation to assign properties exceeding the minimum quantities specified above.

PO.4 PRICE SCHEDULE

The unit price per closing specified herein shall be inclusive of all customary escrow services costs, including the cost of phones, postage, shipping, delivery costs, courier costs, express mail, wire transfer fees, notary fees, faxing, document reproducing, insurance, and all other office requirements as referenced in this contract. Costs of preliminary title may be charged to HUD, in addition to the contract unit price, should the buyer not choose to purchase title insurance. Reasonable and customary signing fees for closings taking place outside the contractor's main office will be paid by HUD.

CONTRACT LINE ITEM NUMBER	PERFORMANCE PERIOD	UNIT	MINIMUM	MAXIMUM	ESTIMATE	UNIT PRICE
CLIN 0001	Base Year	EA.	10	140	70	\$
CLIN 0002	Option Year - 1	EA	10	140	70	\$

PO.5 ABORTED CLOSINGS

- 5.1. The contractor shall not be paid when a sale not close despite the good faith efforts of the contractor.
- 5.2. The contractor shall be held responsible for notifying the M&M contractor of all canceled closings within two business days from the scheduled closing. With such notification, any unpaid tax, utility, or Homeowners Association bills, which were forwarded to the contractor for payment at closing, shall be returned to the M&M for prompt payment. The contractor shall be held financially responsible if HUD incurs penalties due to its failure to comply with this provision.
- 5.3. Upon receipt of notification from the M&M that a contract has been cancelled, the contractor shall disburse the earnest money deposits within five business days in accordance with the disposition instructions provided by the M&M.

PO.6 GENERAL REQUIREMENTS

- 6.1. The contractor's office shall be open during the core hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, with the exception of federal holidays and state holidays. The contractor shall provide an office manager responsible for performance of the work under the contract. The name of this person and an alternate who can act in the absence of the manager shall be stated in the Key Personnel Clause in **PO.21**. The manager shall have full authority to act for the contractor on all contractual matters relating to daily operations of this contract and shall be available during core working hours to meet with HUD staff to discuss problems or other issues.
- 6.2. Conflict of Interest – The contractor shall not employ or subcontract with any employee who is an employee of the U.S. government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Departmental restrictions. The HUD Office of Counsel must approve any such employment. To ensure that there is no potential for, or appearance of, a conflict of interest, the contractor, and any affiliate, is expressly prohibited from purchasing HUD-owned properties, or being a selling broker on such properties, while performing under this contract.
- 6.3. Performance Assessment
 - 6.3.1. Methods of Assessment.
 - 6.3.1.1 Site Visits - The government will assess the contractor's performance under this contract using the method of surveillance specified in HUD Handbook 4310.5 Rev. 2, Chapter 11, paragraph 11-20 and Appendix 72. The surveillance normally entails one visit per year. A copy of the Appendix 72 check list will be provided at the post award meeting.
 - 6.3.1.2 Customer Satisfaction Surveys – Feedback obtained from customer satisfaction surveys will be considered for performance assessment purposes.
 - 6.3.2. Performance Meetings - The contract manager may be required to attend performance meetings with the GTR, GTM, and Contracting Officer. If performance warrants, the CO may determine to have meetings more or less frequently than the annual performance meeting. The Contracting Officer's representative will take minutes of these meetings, with copies provided to the contract manager, Contracting Officer, and GTR or GTM.
- 6.4. Compliance with RESPA Requirements. The contractor shall conduct all closings in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601, et seq. and its regulations in 24 Code of Federal Regulations (CFR) Part 3500.

PO.7 DEFINITIONS

- 7.1. "AFFILIATE" - Any firm or individual in which the contractor, any principal officers, managers or staff, or immediate family members have any identity of interest. This would include, but is not limited to, interests through investment, common ownership joint venture, subcontracting relationship, or familial relationship.
- 7.2. "CLOSING" or "SALES CLOSING" - The execution of all documents necessary to close the transaction. This includes the investigation made on behalf of HUD to determine proper execution, acknowledgment, and delivery of all conveyances, mortgage papers, and other title instruments which may be necessary to the consummation of the sales transaction and includes, but is not limited to, any proration of costs between the purchaser and HUD, the passing of consideration, the proper disbursement of all proceeds, and all necessary papers being properly filed of record
- 7.3. "CONTRACT OR PURCHASE ORDER" - A mutually binding, legal relationship obligating the seller to furnish the supplies or services and the purchaser to pay for them.
- 7.4. "CONTRACTING OFFICER" - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 7.5. "DAY" - A calendar day, unless otherwise specified.
- 7.6. "FHA" - Federal Housing Administration.

- 7.7. "GTR" - Government Technical Representative.
- 7.8. "GTM" - Government Technical Monitor.
- 7.9. "HUD" - The U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development", " HUD", "Department", and "Government" shall be synonymous and may be used interchangeably in this contract.
- 7.10. "KEY PERSONNEL" - For this contract are defined as the office manager, alternate office manager, and any person(s) responsible to perform and oversee document preparation. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (i.e. president, legal assistant, etc.) shall be considered key personnel.
- 7.11. "M&M" - The Management and Marketing contractor. The name of the M&M will be provided upon contract award. The M&M handles all aspects of the program, including sales and closings. The contractor shall coordinate all escrow closing activities with the M&M unless otherwise instructed in writing by the GTR or GTM.
- 7.12. "GOOD NEIGHBOR NEXT DOOR PROGRAM" - HUD program offering discounted pricing for police officers, correctional officers, teachers, firemen, and emergency medical personnel. Sales involving this program will be identified by the marketing and management contractor.
- 7.13. "ASSET CONTROL AREA " HUD program offering discounted pricing for homes in specific geographic areas where an ACA agreement has been signed with a non-profit entity or local government.
- 7.14. "TASK ORDER" - An order for services placed against an established contract or with government sources.
- 7.15. "PURCHASE AND SALES CONTRACT" HUD Form 9548

PO.8 PRIMARY OBJECTIVES – The contractor shall provide timely and professional real estate title review and closing services for properties sold by the U.S. Department of Housing and Urban Development.

- 8.1. The sale of all properties assigned to the contractor shall close within the time stipulated by the Sales Contract, HUD-9548 or any extension thereof. Unless extended in writing by the M&M contractor, the maximum time allowed for sales closing is 60 days from the date of execution of the sales contract, HUD Form-9548, or lesser time frame as may be stipulated by the Sales Contract.
- 8.2. The contractor shall process and handle any and all loan documents the lender requires for a customary HUD escrow closing. In closing a loan, to ensure there are no delays, the contractor shall provide timely processing and delivery of the signed loan documents to the lender. At no time shall the cost of expediting lender loan documents be passed on to the purchaser or HUD.
- 8.3. The contractor shall ensure that prompt and accurate payment of all closing charges is made.
- 8.4. The contractor shall ensure the net proceeds of each sale are accurately wire transferred and received in HUD's account with the U.S. Treasury on the day of closing or no later than the next banking day.
- 8.5. The contractor shall ensure the complete and accurate closing package is submitted to the M&M within two business days of closing.
- 8.6. The contractor shall ensure it complies with the HUD Headquarters and Santa Ana HOC property sales incentive directives. These sales incentives are relatively infrequent and temporary, requiring some reporting by the closing agent.
- 8.7. The contractor shall ensure that the ultimate in customer service is extended to HUD and its clients at all times, that the overall image of HUD's Real Estate Owned (REO) Sales Program is positive, and that complaints are minimal. Additionally, the contractor and its staff shall promptly (within 24 hours) respond to all inquiries from the GTR or GTM, Contracting Officer, and public.

PO.9 ALLOWABLE CLOSING EXPENSES

- 9.1. The contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at time of closing by the contractor from HUD's sales proceeds.
- 9.2. Closing/Finance Costs: Pay actual closing/financing costs, not to exceed the amount specified in Line #5 of the HUD-9548.
- 9.3. Real Estate Broker's Commission. Pay the amount shown in Line #6A of the Sales Contract.
- 9.4. Unpaid Real Estate Taxes, Liens, Municipal Utilities and Homeowners Association (HOA) Fees. Identify in advance of the scheduled closing date any and all amounts related to these items that are owed by HUD. Upon written approval by the M&M contractor or GTR, pay these amounts.

PO.10 SPECIFIC REQUIREMENTS

10.1. Work Assignments

- 10.1.1. The M&M shall make closing assignments to the contractor through the issuance of a copy of the executed Sales Contract.
- 10.1.2. For each closing action required, the M&M shall provide a closing assignment package to the contractor consisting of the following items:
 - 10.1.2.1. Copy of the executed Sales Contract (HUD-9548), with any addendum.
 - 10.1.2.2. Copy of Title Evidence, if available.
 - 10.1.2.3. Tax information.
 - 10.1.2.4. Homeowner Association (HOA) bills and utility bills, where applicable.
 - 10.1.2.5. Legible and complete copy of the appraisal.
 - 10.1.2.6. Any other forms of information required by the GTR or designee.
- 10.1.3. **NOTE I: All escrow accounts shall be opened within 72 hours of receipt of the closing assignment package from the M&M. If the selling broker fails to submit the purchaser's required earnest money deposit within the 72-hour time frame, the contractor shall no later than the next business day return the closing assignment package to the M&M contractor with the notation "Purchaser failed to open escrow."**
- 10.1.4. **NOTE II: HUD does not require a title policy to close HUD properties. The contractor shall not influence the purchaser to purchase a title policy. The purchase of a title policy is strictly at the purchaser and lender's discretion, who may select their company of preference. [This is too important to bury under "work assignment. It needs to be highlighted elsewhere.]**

10.2. Contract Duties - The contractor shall complete the following services:

- 10.2.1. Establish uniform, individual property files through which files can be readily identified by FHA case number purchaser name and property address.
- 10.2.2. Coordinate with M&M contractor, purchaser, broker, and if appropriate, mortgagee, to establish a firm closing date on or before that date specified in Item 9 of the Sales Contract. The contractor shall be responsible for notifying the M&M when a firm closing date has been established.
- 10.2.3. Order Preliminary Title Report - Complete a title examination, including the land, judgment and tax records, and any other record, which may contain information which affects the marketability of title or may reflect a lien, encumbrance or defect on the title, from the date of the acquisition of the title by the Secretary of HUD until the date the closing package is assigned to the contractor. Forward a copy of the preliminary title report to

the M&M contractor and selling broker within ten business days of initial assignment. HUD does not require a title policy to close HUD properties. The contractor shall not influence the purchaser to purchase a title policy. The purchase of a title policy is strictly at the purchaser and lender's discretion, who may select their company of preference.

- 10.2.4. Marketable Title – Clear all routine title issues of record which arise between the date of the acquisition of the title by the Secretary of HUD and the closing date in sufficient time to prevent delays in closing and in accordance with specific instructions provided by the M&M contractor or GTR designee.
- 10.2.5. The contractor shall provide the M&M contractor with a preliminary title report and an assessment of the actions recommended to correct any title defects.
- 10.2.6. **NOTE: If the contractor performed or was involved in the legal work for the foreclosure action, which resulted in the acquisition of the title to the property by HUD, performance of the work requirement above shall be considered a conflict of interest, and the contractor shall not perform the review of the title examination. However, the contractor shall remain responsible for having such work performed.**
- 10.2.7. Document Delivery – The contractor shall provide a “pick-up and delivery service”, at the contractor's expense, to the M&M before 2:00 p.m. daily if the M&M is located within the commuting distance of the contractor, or express mail next day delivery, also at the contractor's expense, if the contractor is outside of the M&M commuting area. This service shall be used for all closings regardless of where they take place. Regular mail of the closing packages to M&M is unacceptable.
- 10.2.8. Multiple Locations - If the closing agent has multiple office locations or satellite offices, brokers, agents, and buyers may deliver to and sign documents at their closest convenient location at no additional charge to the buyer. The closing agent shall then be responsible for ensuring said documents are received at the designated location by the escrow officer who is responsible for the HUD closing no later than the next business day.
- 10.2.9. Document Preparation – The contractor shall prepare the conveyance deed and escrow instructions, and forward same, with a copy of earnest money check to the M&M within ten business days of initial assignment. HUD holds the contractor responsible for accurate preparation of the deed and escrow instructions. Notify the M&M five business days prior to the anticipated closing, so the deed can be executed and it can be returned to the contractor prior to the scheduled sales closing. **The M&M is prohibited from executing deeds earlier than five business days prior to the actual date of closing.**
- 10.2.10. Verify that all rental monies due HUD have been paid outside settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payment is made prior to title changing hands.
- 10.2.11. Explain all closing papers and documents to purchaser.
- 10.2.12. Administer requests by brokers for extensions of sales closing date. Requests shall be made in writing via the Closing Extension Request (a copy of this format will be provided at the post award meeting). All requests must be accompanied by the full, non-refundable fee (cash, cashier's or certified check, money order), or as required by HUD. At no time shall the contractor forward a request for extension to the M&M contractor without having received the required extension funds. Upon receipt of an extension request:
 - 10.2.12.1. Fax to the M&M an extension request with a copy of the extension check and any other required or relevant documents. The M&M shall in turn provide its written approval/disapproval to the contractor. If the M&M approves the extension request, deposit the extension funds in the appropriate escrow account and hold for closing.
 - 10.2.12.2. Advise sales broker of the M&M's decision.
 - 10.2.12.3. If request is denied by the M&M, return extension fee to broker within 24 hours of the denial, with instructions that sale must close by previously scheduled date or that HUD has cancelled the transaction if the closing date has passed.
 - 10.2.12.4. At closing, the extension fee shall not to be applied to the amount due from purchaser, unless the sale closes prior to expiration of the extension. In such cases, purchaser is to be credited with any unused portion of the fee, prorated on a calendar day basis.

- 10.2.12.5. Include the full amount of the extension fee on lines 104 and 404 of the HUD-1.
- 10.2.12.6. If the purchaser is credited with any portion of the extension fee, include the credited amount on line 206 and 506 of the HUD-1.
- 10.2.12.7. **NOTE: Under no circumstances shall an extension beyond the established closing deadline be granted without the M&M's contractor's approval. If a case is not closed by the scheduled date and not extended by GTR or GTM or designee, any executed deeds shall be returned to the M&M.**

10.3. At Closing

- 10.3.1. Complete and execute the HUD-1 and certification in the block indicated for contractor. The contractor shall not sign for HUD as the seller.
- 10.3.2. Under no circumstances shall the recording of the deed be left to the purchaser.
- 10.3.3. Accept only cash or certified funds (bank wire, cashiers check, official check, certified check or postal money order) made payable to contractor.
- 10.3.4. Prepare HUD-1 Addendum to show taxes have been pro-rated correctly. This documentation shall show the actual per diem cost breakdown (date range, # of days, per diem rate, total amount, etc.) and how the proration was calculated and must be submitted with the closing package.
- 10.3.5. From HUD's sales proceeds, pay any allowable expenses identified in section PO.9 that are due and payable at the time of closing. Unpaid property taxes, HOA fees, utilities, etc. for the current year must be prorated and paid at the time of closing. The M&M shall be kept fully informed of these transactions.
- 10.3.6. Customer Satisfaction Surveys - Provide buyers with the Homeowners Satisfaction Survey (**Attachment 10**), and actively encourage completion of the survey. Provide Real Estate Broker Satisfaction Survey (**Attachment 11**) to the broker and actively encourage completion of the survey.
- 10.3.7. GNND Sales – Buyers who purchase a home through Good Neighbor Next Door (GNND) Program must agree to execute a second mortgage (Deed of Trust) and subordinate note in the name of HUD. (See HUD notice 99-30 and subsequent updates.) The contractor shall accurately prepare and provide a Second Mortgage (Second Deed of Trust) and Subordinate Note which must be executed by the GNND purchaser at closing. The contractor shall ensure that the HUD case number is reflected on both the Second Mortgage (Second Deed of Trust) and Subordinate Note. Please note: The Second Mortgage (Second Deed of Trust) and Subordinate Note need to conform to all state requirements. The contractor shall indicate the current M&M contractor's office on all recording instructions on Second Mortgages (Second Deed of Trust). The current address for the M&M is as follows:

Record and Return:
(HMBI) Harrington, Moran & Barksdale, Inc.
20829 72nd Avenue South, Suite 115
Kent, WA 98032

Phone: 425-378-9500
Fax: 425-747-7465
Toll Free: 866-317-4624

Web Page: www.hmbireo.com

10.4. Closing

- 10.4.1. On the day of closing, or the next banking day, deposit the sales proceeds using the SAMS-1103, Request to Wire Transfer Funds, or other electronic wiring method reviewed and approved by the GTR, and wire transfer the proceeds due HUD via FEDWIRE in accordance with instructions provided by the GTR. The closing agent must record the deed no later than two business days from their receipt of the funds to close. Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds

as shown on the HUD-1 was wire transferred via FEDWIRE to HUD using the correct FHA case number and account number verifying all the required wire transfer information. A copy of the bank's confirmation of wire transfer must be included with the closing package and provided to the M&M.

- 10.4.2. No later than the next business day following closing, file the Grant Deed for record and provide the following entities with written certification of the filing:
 - 10.4.2.1. M&M
 - 10.4.2.2. Selling broker (unless present at closing)
 - 10.4.2.3. Taxing Authorities
 - 10.4.2.4. Homeowners Association, if applicable
- 10.4.3. Deliver the closing package to the M&M no later than two business days after closing. This package must include:
 - 10.4.3.1. Original plus one copy of the HUD-1 with HUD-1 Certification.
 - 10.4.3.2. HUD-1 Addendum.
 - 10.4.3.3. Copy of the Bank's wire transfer confirmation.
 - 10.4.3.4. Copy of the Deed that was sent for recordation.
 - 10.4.3.5. Copy of Second Deed of Trust, copy of the Executed Note, and copy of certification of filing.
 - 10.4.3.6. Contractor's certification that all payments/deductions from the closing (including the contractor's fee) have been paid from the funds deposited in the account containing the closing proceeds.
- 10.4.4. For GNND Program Sales, no later than two business days after closing, the contractor shall deliver to the M&M, in addition to those items described in item 10.4.3, above, a separate, complete package that includes:
 - 10.4.4.1. **Original**, executed Subordinate Note
 - 10.4.4.2. Copy of the Second Deed of Trust/Mortgage
 - 10.4.4.3. Written certification of the filing of the Deed of Trust/Mortgage
 - 10.4.4.4. Copy of the Sales Contract with GNND Addenda
 - 10.4.4.5. Copy of the HUD-1.
 - 10.4.4.6. **Note: The contractor must retain a copy of this entire package in their escrow file.**
- 10.4.5. No later than the next business day following closing, the contractor shall be responsible for the recording of all the Second Mortgage (Deed of Trust) for all GNND closings as described in paragraph 10.3.7 above.
- 10.4.6. For Asset Control Area (ACA) sales agreement will be an attachment to this, if an agreement has been negotiated for this geographic area.
- 10.4.7. Post Closing – The contractor shall correct any errors or adjustments to the settlement statement as requested by the M&M, GTR/GTM/designee within two business days of notification and shall explain any corrections or adjustments to the purchaser.

PO.11 PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor.

PO.12 MARKING

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

PO.13 AVAILABILITY AND DISPOSITION OF RECORDS

Throughout the entire life of the contract, the contracting officer or duly authorized representative(s), shall have full and free access to the contractor's office, as well as all the books, documents, papers and records of the contractor that are pertinent to activities under the contract, including all those books, documents, papers and records which are needed to determine whether the Department was properly billed. Upon expiration or termination of this contract, the contractor shall, within five working days of notification, provide to the contracting officer or his/her duly authorized representative(s), all documents, individual property files, and any unused Government forms related to this contract.

PO.14 PERFORMANCE PERIOD

Contract performance shall begin from contract award and shall continue for one-year with an additional one- year option period.

PO.15 AUTHORIZED FEDERAL HOLIDAYS

The Department of Housing and Urban Development observes the following days as holidays:

New Year's Day	Martin Luther King's Birthday	President's Day	Christmas
Memorial Day	Independence Day	Labor Day	
Columbus Day	Veterans Day	Thanksgiving Day	

And, any other day designated by federal law, Executive Order, or Presidential Proclamation.

PO.16 CRIMINAL LIABILITY

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

PO.17 ADDITIONAL RESPONSIBILITIES

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

PO.18 RECORDKEEPING

The contractor shall maintain, at their own expense, all records and all escrow files as required by the government and shall provide access and specific answers to questions asked regarding the operation of the contract for a period of three years from the date of final payment. These files shall be considered the property of the HUD; however, after the three year period, these files revert to the contractor and are disposed of in accordance with state law. At a minimum, accounting records shall include a cash receipts and cash disbursement register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account.

PO.19 SECURITY OF GOVERNMENT PROPERTY

The contractor shall be responsible for safeguarding all government property and shall ensure internal control measures are adequate to afford necessary protection. This includes, but is not limited to, the closing files and funds received by the contractor before, during, or after the closing takes place. The contractor shall be liable for any damages to government property, due to causes such as neglect, negligence of employees and subcontractors, failure to secure property, or other misconduct by the contractor. The contractor shall not be responsible for acts beyond its control such as vandalism or acts of God, as long as the contractor has taken reasonable action to protect the property.

PO.20 ATTACHMENTS

- 20.1. *HUD-9548, Sales Contract and Addenda
- 20.2. *SAMS-1103, Request to Wire Transfer Funds and Instructions
- 20.3. **Closing Extension Request Form
- 20.4. *HUD-1, Settlement Statement, with HUD-1 Certification
- 20.5. ***HUD-1 Addendum
- 20.6. *SAMS-1106, Invoice Transmittal
- 20.7. ***Second Mortgage (Deed of Trust) for the GNND Program (4 pages)
- 20.8. ***Subordinate Note for the GNND Program (4 pages)
- 20.9. Information Other Than Cost or Pricing Data

- 20.10. Homeowner Satisfaction Survey
- 20.11. Real Estate Broker Satisfaction Survey
- 20.12. ***NOTE 1:** These forms may be downloaded from the Internet at HUD's website (see <http://www.hudclips.org>).
- 20.13. ****NOTE 2:** This form may be downloaded from the Internet at the M&M contractor's website or may request from the M&M.
- 20.14. *****NOTE 3:** These forms are available upon request from the GTR or Contracting Officer and will be provided at the Post-Award Conference.
- 20.15. ******NOTE 4:** Contractor Responsibility for Applicable Publications and Forms. The contractor shall be responsible for obtaining all applicable publications and forms. It shall be the contractor's responsibility to ensure that all services are conducted according to current HUD publications and forms described in this contract. All of the publications and forms described in this contract are subject to revision. The GTR or GTM will, to the maximum extent possible, notify the contractor of changes to HUD publications and forms. The contractor shall inquire of the GTR or GTM whenever the contractor believes that the publication or form it is currently using has been superseded. The contractor shall obtain copies of new publications or forms whenever the contractor knows of their existence. The contractor shall be presumed to know of the existence and the content of HUD publications and forms including any changes thereto.

PO. 21 ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

INSTRUCTIONS: To indicate the applicability of certain optional provisions/clauses, HUD has checked the adjacent boxes when applicable. The contractor is to review the applicable clauses and check the appropriate box within the clause when statements apply to the contractor.

[X] FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

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>

FAR 52.243-1 Changes-Fixed Price Alternate I (APR 1984)

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

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

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

HUDAR 2452.246-70 Inspection and Acceptance (FEB 2006)

[X] FAR 52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (MAR 2007)

(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) (Applies to contracts over \$10,000).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246) (Applies to contracts over (\$10,000).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006)(E.O.'s 12722, 12724, 13059, 13067, 13121, 3129).

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

(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 2003).

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

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(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 (Jan 2006) (E.). 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(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).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(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 \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (Nov 2007) (41 U.S.C. 351, et seq.)(Applies to service contracts over \$2,500).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (June 2003)(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).

(ix) 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.)

(x) 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.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(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 \$25,000).

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

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

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

I 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 addresses:

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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance 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. 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. (End of clause)

[X] 52.222-50 Combating Trafficking in Persons.

Combating Trafficking in Persons (Aug 2007)

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;

- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

End of clause

[X] FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) ALTERNATE (JUL 2006)

- (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 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 parent 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 files and has marked the record “Active”.
- (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, purchase order, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.**
- 02 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 Contractor’s name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor 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. If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - ii. If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - i. Company legal business.
 - ii. Trade style, 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 completed. 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; and (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) 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.
- (3) 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.

[X] **FAR 52.216-18 Ordering (OCT 1995)** (a) ...orders may be issued from date of contract award until contract expiration.

[X] **FAR 52.216-19 Order Limitations (OCT 1995)**

- (a) *Minimum order.* When the Government requires ... in an amount of less than 1 the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of 10 closings;
 - (2) Any order for a combination of items in excess of 10 closings;
 - (3) Series of orders...within 30 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.
- (c) The Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within two days after issuance, with written notice stating the Contractor’s intent not to ship the item(s) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[X] **FAR 52.216-22 Indefinite Quantity (OCT 1995)** (d) ...the Contractor shall not be required to make any deliveries ... after 60 days after contract expiration.

[X] **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 within 10 days before contract expiration.

[X] **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 within **60 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 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 clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

[X] **HUDAR 2452.237-70 Key Personnel (FEB 2006)**

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

*** KEY PERSONNEL**

<u>Name</u>	<u>Position</u>	<u>Task or Function & % of effort</u>	<u>Telephone</u>	<u>E-mail Address</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* **Note: Key Personnel — Contractor must complete the above. (Add more lines if needed.)**

[X] **HUDAR 2452.237-73 Conduct of Work and Technical Guidance (FEB 2006)**

- (a) The Government Technical Representative (GTR) for liaison with the contractor regarding the conduct of work is Charles S. Rainwater, or a successor designated in writing by the contracting officer. The contracting officer will notify the contractor in writing of any change to the current GTR 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 scope 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.

[X] **HUDAR 2452.239-71 Information Technology Virus Security (FEB 2006)**

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- 02 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 subrogate the rights of the Government under any other clause of this contract.

PO 22. REPRESENTATIONS AND CERTIFICATIONS

INSTRUCTIONS: If the clause is marked with an [X] in the box in front of it, fill in the applicable blanks in the following Representations and Certifications.

[x] FAR 52.204-3 Taxpayer Identification (OCT 1998)

03 Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 USC 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) 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. 7701I (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.
- (d) 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.

04 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 _____.

05 Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____ TIN _____

[x] FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS Number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number –
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name
 - (ii) Trade style, 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).

Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>.

Contractor is to enter DUNS here: _____.

[X] FAR 52.219-1 Small Business Program Representations (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541191.
- (2) The small business size standard is \$6.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.** (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (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.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents, as part of its offer, that (i) it is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(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.

I Definitions. As used in this provision—"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 veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (3) 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 parts 121 and the size standard in paragraph (a) of this provision.

“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 small business concern” means a small business concern—

- (1) 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 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.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[X] FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

[X] FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

- (a) The offeror represents that—
- It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- I Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[X] FAR 52.222-25 Affirmative Action Compliance (APR 1984)

- (a) The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or ;
- (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

PO. 23 INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTATIONS

- 23.1. The quoter is advised to carefully read all the terms and conditions of this Request for Quotation (RFQ). The following must be submitted with the RFQ:
- 23.1.1. Complete Blocks 11 through 16 of the SF-18, Request for Quotation (RFQ) and insert DUNS number at the bottom of Block 11 (see in PO. 22 for FAR Clause 52.204-6, Data Universal Numbering System (DUNS) Number (OCT 2003) and in PO.21 for FAR Clause 52.204-7 Central Contractor Registration.
 - 23.1.2. Complete the Price Schedule on page 2, PO.4, by inserting your unit price per closing. The quoter shall submit sufficient supporting cost information (i.e., direct labor, indirect labor, general and administrative expenses, overhead and profit) to enable a determination that the quoter has a complete understanding of the requirement to be performed under the contract. As a sample format, see the "Information Other Than Cost and Pricing" form located on pages 22-23.
 - 23.1.3. Complete the Additional Provisions/Terms and Conditions, PO.21, 2452.237-70, Key Personnel, page 14.
 - 23.1.4. Complete the Representations and Certifications, PO.22.
 - 23.1.5. Technical and Management Proposal Content – The proposal shall clearly and sufficiently address the factors listed below. **An offeror who fails to comply with mandatory factors listed below will be eliminated.**
 - 23.1.5.1. **FACTOR 1: Management and Oversight Capability.** Quoter shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed for the geographic area proposed to ensure quality of performance.
 - 23.1.5.2. **FACTOR 2: Past Performance**
 - 23.1.5.2.1. Quoter shall submit past performance information sufficient to enable the Government to conduct a performance risk evaluation based upon the past performance of the quoter as it relates to the probability of successfully performing the proposal requirements. This is a qualitative judgment based upon observations on how well the company, subcontractors, and key personnel performed in the past, based upon information submitted by the quoter as well as additional information obtained by the evaluation team through other means, including, but not limited to, surveys of any references provided by the quoter and past performance data accumulated or provided by other contracting activities.
- 23.2. The technical and management submittal shall be limited to 10 pages, exclusive of resumes. A page is considered to be one side of a single sheet of 8-1/2 by 11 inch paper singled spaced using not smaller than 12-inch pitch. Quoters are encouraged to use recycled paper and to use both sides of the paper. **A facsimile submission will not be accepted.**
- 23.3. Quoter shall submit **original and one copy**, the completed SF-18, Pricing Schedule, Key Personnel Clause, Representations and Certifications, and Technical and Management submittal so that it is **received by 10:00 a.m. (Local-Time) on April 2, 2008**, to the following:

U. S. Department of Housing and Urban Development
Western Field Contracting Operations (NFWR)
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1387

ATTN: Rudy L. Julao, Contact Specialist

Note: Inquiries on the project will be accepted until March 19, 2008, and should be forwarded to the contact Email address: Rudy.L.Julao@hud.gov.

PO.24 BASIS FOR AWARD

- 24.1. There are two primary factors that will be evaluated on a pass-fail basis. These factors are (1) Prior Experience, and (2) Management and Oversight Capability. They are of equal importance and as a result of failing any one of these factors the entire quotation may be rated as unacceptable. Those quotes determined to be technically acceptable will then be further evaluated for Past Performance. The final selection decision will be the result of a tradeoff analysis of Past Performance and Evaluated Price.
- 24.2. Past Performance will be evaluated and scored on a scale ranging from Unsatisfactory/Very High Performance Risk to Exceptional/Low Performance Risk. Quoters who have no past performance history to evaluate will be provided a neutral rating. The selection official will analyze the pricing quotes and Past Performance to select the overall best value to the Government. HUD may issue a purchase order to other than the lowest priced quoter.
- 24.3. In the event two or more quoters are considered to be technically equivalent, the evaluated cost or price will be of primary importance in determine the selection.

PO.25 EVALUATION OF PRICE

Price will be evaluated by multiplying the estimated number of closings (70) by the price offered (A)

CLIN		Period Estimate		Price
0001	Base Period	70	x	\$ (from page 2) = \$
0002	Option Year-1	70	x	\$ (from page 2) = \$

Attachment 9
INFORMATION OTHER THAN COST OR PRICING DATA

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

CONTRACTOR COST ESTIMATE WORKSHEET INSTRUCTIONS

Complete this worksheet to estimate the total annual costs for performing the contract for the base period of the contract, based upon the estimated quantity in the solicitation. If the option period prices substantially differ from the base period (more than normal inflation allowance e.g. startup costs in the base period), then additional sheets should be prepared for the option periods. Numbers may be rounded to the nearest dollar.

ITEM 1: Direct Labor

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

ITEM 2: Labor Overhead and Fringe Benefits

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

ITEM 3: Travel

Enter the total estimate in column (e).

ITEM 4: Subcontracts

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

ITEM 5: Other Direct Costs

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

ITEM 6: Consultants

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

ITEM 7: Total Direct Cost and Overhead

Add the amounts in 1(e) through 6(e) and enter the sum.

ITEM 8: General and Administrative (G&A)

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

ITEM 9: Total Estimated Costs

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

ITEM 10: Profit

Enter the amount percentage of profit appropriate for a fixed unit price contract in (c), multiply the percentage by the amount in 9(e), and enter the calculated amount in column (e).

ITEM 11: Total Estimated Cost and Profit

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

ITEM 12: Unit Price

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



Homeowner Satisfaction Survey

FHA Case No.: _____

Property Address: _____

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

Date Closed: _____

1. Please indicate one of the following: First-time Homebuyer Owner Occupant Investor
 Nonprofit Agency Officer Next Door/Teacher Next Door
 Governmental Agency

2. How did you learn about a HUD home? Referral Website Sign Agent Other

3. Did your real estate agent explain:

- The bidding process and the required forms for the transaction? Y N
- The earnest money deposit and forfeiture policy? Y N
- The closing process (including the timeline and associated costs)? Y N
- The different types of financing that were available? Y N
- The process to obtain a home inspection? Y N

4. Did your real estate agent accompany you each time you visited the property? Y N

5. If you contacted the Management & Marketing Company, was your inquiry responded to within 24 hours? Y N

On a scale of 1 to 5, with 5 being excellent and 1 being poor, please grade your overall satisfaction in each of the following areas:

6. Please rate how helpful and informative your real estate agent was throughout your buying process?

7. Was the Management and Marketing Company helpful and courteous if you had to contact them? _____

8. Condition of the property at the times you visited. _____

9. Your overall satisfaction on your closing agents' level of customer service. _____

10. Your overall satisfaction with the way the closing agent explained all relative closing documents to you prior to your signature. _____

11. Considering all events, how would you rate your overall experience in purchasing a HUD home? _____

Comments:

THANK YOU FOR PARTICIPATING IN OUR SURVEY!

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

Public reporting Burden for this collection of information is estimated to average 15 minutes to complete, which includes the time for completing and reviewing the collection of information. The information collection is prepared by participating Homeowners. This information is required to obtain benefits and it is voluntary. You are not required to complete this form, unless it displays a currently valid OMB control number. The current valid OMB number is 0000-0000.

ATTACHMENT 11

OMB Approval No.
(Expiration 00/00/0000)



Real Estate Broker Satisfaction Survey

Broker Name: _____ Broker NAID: _____

Agent Name: _____

Business Phone: _____ E-mail Address: _____

Property Address: _____

Date Closed: _____ FHA Case No.: _____

1. Was the Management & Marketing (M&M) contractor's website informative, and did it contain the necessary information to assist your buyer in submitting an offer to purchase a HUD home?
__ Yes __ No
2. If you had any post closing issues or concerns, did the M&M contractor provide the necessary information to you, and/or work with you to resolve them? __ Yes __ No
3. If you had any post closing issues or concerns, did the Closing Agent provide the necessary information to you, and/or work with you to resolve them? __ Yes __ No

On a scale of 1 to 5, with 5 being excellent and 1 being poor, please grade your overall satisfaction in each of the following areas:

4. Property accessibility. _____

5. Condition of the property at the times you visited it? _____

6. Level of satisfaction with the helpfulness and courtesy of the Management & Marketing staff.

7. Your communication with the Management & Marketing staff- promptness and accuracy of information? _____
8. The overall cooperation of the Management & Marketing contractor. The level of helpfulness in assisting you with the preparation of the HUD Sales Contract and Addendums? _____
9. Level of satisfaction with the outreach, educational opportunities and training materials available to you from the Management & Marketing sufficient enough to enable you to properly represent your buyer? _____
10. The level of satisfaction in working with HUD's Closing Agent. _____
11. Level of satisfaction with the overall cooperation of the Closing Agent in assisting you to facilitate the closing? _____
12. Considering all events, how would you rate your overall experience in selling a HUD home? _____

Comments:

THANK YOU FOR PARTICIPATING IN OUR SURVEY!

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

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