**REQUEST FOR QUOTATIONS**
***(THIS IS NOT AN ORDER)***

THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE



| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO | CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| Q9A4AAC0013 | 08/21/09 | R94AH0004/A-2009-4AH-0039 | | |

5a. ISSUED BY
U. S. Department of Housing and Urban Development
Southern Field Contracting Operations /Atlanta Operations Branch
Five Points Plaza Building, 40 Marietta Street, 14th Floor
Atlanta, Georgia 30303-2806

6. DELIVER BY *(Date)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Simone Terry, Contract Specialist<br>simone.l.terry@hud.gov | (678) | 732-2459 |

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

9. DESTINATION
a. NAME OF CONSIGNEE.
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE

8. TO:
a. NAME
b. COMPANY
c. STREET ADDRESS
d. CITY
e. STATE
f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE *(Date/Time)*

**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 to the address in Block 5A. 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/SERVICES (b) | QUANTITY | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | | | | | |

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

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

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY
e. STATE
f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME *(Type or print)*
b. TELEPHONE
AREA CODE
NUMBER
c. TITLE *(Type or print)*

**SCHEDULE B – SUPPLIES OR SERVICES AND PRICES/COSTS.**

| Item No. (a) | Supplies/Services (b) | Quantity (c) | Unit (d) | Unit Price (e) | Amount (f) |
|---|---|---|---|---|---|
| 0001 | Provide on-site Field Review of Appraisals in accordance with the Statement of Work for the following counties located in Jacksonville, Florida: Clay and Duval. | N/A | N/A | N/A | NSP |
| | | | | | |
| 0001AA | Appraisal Review Report | Est. 60 | Ea. | $_____ | $_____ |

## SCHEDULE C – DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK.

STATEMENT OF WORK (SOW)
For
FIELD REVIEW OF APPRAISALS

C.1. GENERAL.

C.1.1. SCOPE OF WORK. The contractor shall be responsible for the management and administration of all tasks assigned under the purchase order and shall furnish the necessary personnel, materials, labor, services (including all transportation that may be needed) necessary to conduct field reviews of appraisals of 1-4 unit family properties for the Department of Housing and Urban Development (HUD) Atlanta Homeownership Center (HOC).

C.1.2. BACKGROUND INFORMATION.

The Atlanta HOC has a Headquarters generated quarterly requirement with a deadline to review a percentage of Federal Housing Administration (FHA) roster appraisers, evaluate the findings, and recommend actions/sanctions for those appraisers who are found not to be performing in a satisfactory manner. These reviews are a Departmental priority for the purpose of removal of unsatisfactory performing appraisers as expeditiously as possible. To facilitate this requirement, the Atlanta HOC utilizes State Certified Appraisers to perform the on-site field reviews of properties and/or appraisals. The performance of the contractor is a vital link in the process. Providing these services in a timely manner is critical to this process and to HUD's mission. It is essential that the contractor meet the time frames/deadlines established in the resulting purchase order.

GEOGRAPHIC AREA OF CONSIDERATION. Services under the resulting purchase order will be performed in Jacksonville, Florida for the following counties: Clay and Duval.

C.1.3. PERSONNEL QUALIFICATIONS AND RESTRICTIONS.

C.1.3.1. An appraiser who conducts field reviews under this purchase order must be certified as a *"State Certified Residential Appraiser"* in the state where the appraisals will be performed and be on the FHA Approved Appraiser Roster at the time of award of this purchase order.

C.1.4. QUALITY CONTROL.

C.1.4.1. The contractor shall develop a quality control plan that at a minimum addresses how they will ensure Appraisal Review Reports (ARR) are 100% complete, accurate, error free, and provided within the time frames established in section C.5.2 of this statement of work. The quality control plan shall be submitted with the offeror's quote in order to allow the Government the opportunity to evaluate and approve the plan prior to making an award.

C.1.5. QUALITY ASSURANCE.

C.1.5.1. During the performance period, the GTR/GTM will conduct periodic Quality Control (QC) reviews of the work completed by the contractor. If during these reviews an appraisal review is found to be unacceptable due to the contractor's errors or omissions, the GTR/GTM will direct the contractor to reevaluate a specific property and/or appraisal in accordance with the HUD Clause 2452.246-70, Inspection and Acceptance. The contractor shall not receive any additional compensation. The reevaluation shall be completed under the same deadline and the contractor shall comply with all purchase order requirements applicable to the initial review.

C.1.6. OPERATING HOURS.

C.1.6.1. The Atlanta HOC hours of operation are Monday through Friday 8:00AM to 4:30PM Eastern Time. The FHA Connection web-based system operational hours for data input are Monday through Friday, 8:00AM to 9:00PM and Saturday, 8:00AM to 8:00PM Eastern Time. The contractor may request information necessary to complete all tasks under the statement of work during the Atlanta HOC hours of operation.

C.1.7. INSPECTION OF RECORDS AND FILES.

C.1.7.1. The contractor shall maintain all purchase order records, reports, correspondence, and supporting data in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) and maintain copies for the time period specified therein. If requested during this time period, all records shall be available for review by the GTR/GTM. The contractor shall return the original appraisal along with a signed copy of the ARR and attachments with the return of each Appraisal Review Package assigned.

C.2. DEFINITIONS.

C.2.1. STANDARD DEFINITIONS.

C.2.1.2. Contract. A mutually binding legal document obligating the contractor to furnish services and HUD to pay for them.

C.2.1.3. Contracting Officer (CO/KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

C.2.1.4. Days. Calendar days, unless otherwise specified.

C.2.1.5. HUD. The U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development", "HUD" and "Government" shall be synonymous and may be used interchangeably in this contract.

C.2.1.6. QUALITY ASSURANCE. Those actions taken by the Government to assure services meet the requirements of the SOW and all other service outputs.

C.2.1.7. QUALITY CONTROL. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the SOW.
C.2.2. TECHNICAL DEFINITIONS AND ACRONYMS PECULIAR TO THIS SOW.

C.2.2.1. ARP. Appraisal Review Package. An assignment of a number of reviews sent together in one package.

C.2.2.2. ARR. Appraisal Review Report.

C.2.2.3. FHA. Federal Housing Administration.

C.2.2.4. FHA Roster. List of appraisers posted on the FHA Connection who are approved to perform FHA appraisals.

C.2.2.5. GTM. Government Technical Monitor.

C.2.2.6. GTR. Government Technical Representative.

C.2.2.7. HOC. Atlanta Homeownership Center, 40 Marietta Street, Atlanta, GA 30303-2806.

C.2.2.8. M&M. Management and Marketing contractor. The name of the M&M will be provided upon contract award.

C.2.2.9. REO. Real Estate Owned.

C.2.2.10. Single-Family Properties. Properties with one to four (1-4) units.

C.2.2.11. USPAP. Uniform Standards of Professional Appraisal Practice.

C.3. GOVERNMENT FURNISHED INFORMATION AND SERVICES.

C.3.1. FHA Connection. HUD will provide access to the FHA Connection web-based system in order for the contractor to complete all tasks required under the resulting contract.

C.3.2. The Government will conduct a mandatory one day educational/training session located at the Atlanta HOC office on field review procedures, use, and completion of the ARR, HUD Handbook 4150.2, the Performance and Sanction Matrix, use of the FHA Connection system, and recent mortgagee letters and updates. **The one day mandatory training will take place on Friday, September 25, 2009.**

C.4. CONTRACTOR FURNISHED ITEMS OR SERVICES.

C.4.1. Except for those items or services listed specifically as Government Furnished in Section C.3, the contractor shall furnish everything required to perform the tasks of the statement of work. The FHA Connection system requires the use of digital photographs and the minimum browser requirement is Netscape 6.2 or Internet Explorer 5.5. The contractor shall furnish a

minimum camera resolution of 800x600 in JPEG medium quality format at 200DPI with a 4X6 image size. The photographs shall be in focus with adequate lighting to permit the viewer to identify the property and the deficiency items.

C.5. SPECIFIC TASKS.

C.5.1. The contractor shall be responsible for the management and administration of all tasks assigned under the purchase order and shall furnish the necessary personnel, materials, labor, services (including all transportation that may be needed), equipment to include digital photographic capability (requirements outlined in C.4.), internet access i.e. Broadband, DSL, direct dial, (HUD's minimum browser requirements for the web-based system is Netscape 6.2 or Internet Explorer 5.5) and any required computer software necessary or incidental to perform the tasks specified herein. HUD will deliver Appraisal Review Packages to the contractor via overnight delivery or regular mail service.

C.5.2. The contractor shall perform, as assigned by the HOC, on-site field review of appraisals completed by appraisers on the FHA roster. For each review assignment, the contractor shall inspect the property and return a completed Appraisal Review Report (ARR) to the HOC. The completed ARR shall be returned to the HOC via electronic transmission (FHA Connection) and followed by a mailed hard copy of the complete review, unless otherwise directed by the HOC, as well as all attachments. The hard copy shall be received by the HOC no later than 15 business days from the date of receipt of the ARP.

C.5.3. A Field Review of Appraisal is accomplished by the field reviewer contacting the homeowner by telephone and scheduling an appointment no later than 48 hours after receiving the Appraisal Review Package from the GTM. If the homeowner grants permission, the field reviewer shall complete the interior and exterior review. To assist in this effort, HOC staff will send an advance introduction letter to the homeowner alerting them that a field reviewer will be contacting them shortly to schedule an appointment. When access to the property is denied for the Field Appraisal Review, the contractor shall fully document attempts made to obtain access to the property and complete an exterior review.

C.5.4. Field Review of Appraisal: The contractor shall conduct an interior and exterior review whenever possible. Each interior/exterior 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. The contractor shall inspect the subject's interior whenever possible. This inspection shall be completed in a way that allows the reporting of any readily observable defective conditions that do not meet HUD Minimum Property Standards (MPS) or Minimum Property Requirements (MPR). See the revised appraisal protocol Appendix D of HUD Handbook 4150.2 attached to Mortgagee Letter 2005-48. The contractor shall document any unusual items, noticeable defects and/or oversights not reported by the original appraiser, which could affect the health and safety of the occupants or continued marketability of the property. The Field Reviewer must also perform an exterior inspection of the comparables submitted in the original appraisal as well as

any additional comparables used in their ARR. All data reported by the original appraiser for the subject and comparables must be verified. Adjustments for certain parts of the appraisal (i.e. location, site, neighborhood boundaries) are subjective opinions. However, the Field Reviewer is required to analyze the adjustments in the original report and comment on their reasonableness. When discrepancies are noted, the Field Reviewer must provide a narrative explanation that includes supporting documentation necessary to sustain each adverse finding that is not otherwise obvious within the appraisal report. When adjustments affect value, the Field Reviewer is required to re-grid the comparables. If it is determined that there are comparables that are more suitable, the Field Reviewer is required to provide a new sales grid with pictures of the new comparables and an estimate of value.

C.5.5 Exterior Only Review: In cases where the contractor cannot gain access to the property, an exterior only review will be conducted. An exterior only review consist of driving by and taking a photo of the front of the subject property and comparables from the street.

C.5.6 The original appraiser has applied standard appraisal principles per the Uniform Standards of Professional Appraisal Practice (USPAP) and complied with HUD guidelines found in HUD Handbooks such as 4905.1, *Minimum Acceptable Standards for Existing Properties*; 4150.1 Rev 1 and 4150.2, *Valuation Analysis for Home Mortgage Insurance*; HUD Handbook 4145.1 Rev 2, Change 1, *Architectural Processing and Inspections for Home Mortgage Insurance*; the HUD Homeownership Center (HOC) Reference Guide and current mortgagee letters. These documents can be accessed through the following web link: www.hud.gov/offices/adm/hudclips/

C.5.7. The contractor's field review findings for each property inspected shall be documented on the ARR and shall be fully completed and 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 Atlanta HOC via electronic transmission (FHA Connection) and followed by a mailed hard copy via overnight mail.

C.5.8. Digital photographs are required of the contractor and shall include: the interior, as necessary to substantiate 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 any new comparables the contractor used. The photographs shall be in focus with adequate lighting to permit the viewer to identify the property and the deficiency items. Third party photographs are unacceptable. If the rear of the property cannot be accessed for safety reasons, the contractor shall fully document the file. A minimum camera resolution of 800x600 in JPEG medium quality format at 200DPI with a 4X6 image size will be required.

(End of SOW)

## SCHEDULE D – PACKAGING AND MARKING.

PAYMENT OF POSTAGE AND SHIPPING

All postage and shipping costs related to the submission of the information (including reports and forms) required under this contract shall be paid for by the contractor. The unit prices quoted on Schedule B of the SF-18 Request for Quotation (RFQ) are inclusive of all postage, shipping and delivery charges.

MARKING

All information submitted to the Contracting Officer or GTR/GTM shall clearly indicate the contract number and indicated the number of reviews for which the information is being submitted.

ENVIRONMENTALLY SAFE PACKING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

(End of Section)

## SCHEDULE E – INSPECTION AND ACCEPTANCE.

HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or GTR.

(End of Clause)

## SCHEDULE F – DELIVERIES OR PERFORMANCE.

HUDAR 2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

(a) This contract shall be effective on the date of award through 30 September 2010.

(b) The contractor shall receive an Appraisal Review Package (ARP) containing between one and five Appraisal Review Reports (ARP) every thirty (30) days. The contractor is not obligated to process more than five (5) Appraisal Review Reports every 30 days.

(End of Clause)

**SCHEDULE G – CONTRACT ADMINISTRATION DATA.**

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (DEVIATION) (FIXED-PRICE) (FEB 2008)

(a) Payment Schedule. Payment of the contract price (see Schedule of the Contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below:

(b) Submission of Invoices

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

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

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

Note: The Contractor is required to submit one invoice with the return of each Appraisal Review Package assigned.

(End of Clause)

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 will be assigned at a later date by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

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

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

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

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

(4) Alters the period of performance or delivery dates; or

(5) Changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.

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

(e) Other specific limitations [*to be inserted by Contracting Officer*]:

(f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

(End of Clause)

**SCHEDULE H – SPECIAL CONTRACT REQUIREMENTS.**

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

(a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.

(b) The nature of the potential conflict of interest is:

The contractor (including company principals, project manager and sub-contractors) shall not have any financial interest, affiliation or interest, direct or indirect, in the property assigned for review under the resulting purchase order. Should the contractor be assigned an appraisal which results in an actual or potential conflict of interest, the contractor shall take no action on the review, but shall refer it immediately to the GTR/GTM for re-assignment. Any violation of this section is grounds for termination and denial of payments.

(c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) Being able to render impartial, technically sound, and objective assistance or advice, or

(2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

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

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

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

(End of Provision)

LICENSING

Offerors' must provide a current copy of the state license or certification of all employees, subcontractors, or consultants performing field reviews of appraisals under this purchase order.

ADDITIONAL RESPONSIBILITIES

a. In the event the contractor's field review results in an unacceptable rating of the original appraisal, which results in an education or removal sanction, the contractor or the reviewer shall be available to participate in an informal conference or meeting with the Roster appraiser and HUD representatives to discuss the ratings given. HUD will hold these meetings via conference calls. The contractor maybe required to provide expert testimony and/or give dispositions or otherwise participate in litigation with HUD.

b. The Contractor shall take proper health and safety precautions to protect workers, the public and 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 purchase order and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this purchase order. The Contractor shall ensure that these responsibilities apply to all subcontractors.

c. Effective 1 January 2004, the government requires all contractors conducting business with the government to be registered in the Central Contractor Registration (CCR) data base. Offerors can register at the following website, www.ccr.gov. Offerors must obtain a Dun and Bradstreet number prior to registration. All offerors who do not have a Dun and Bradstreet number must register to obtain a DUNS number at www.dnb.com.

CRIMINAL LIABILITY

It is understood that disclosures 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.

**SCHEDULE I – CONTRACT CLAUSES.**

FAR 52.213-4 TERMS AND CONDITIONS —SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERICAL ITEMS) (AUG 2009)

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

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

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

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

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

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

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

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

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

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

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

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 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, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 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, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

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

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

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

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

(A) Delivered;

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

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

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

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

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

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

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

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

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

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over $30,000).

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

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

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

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

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

**http://www.arnet.gov/far/**

**http://www.hud.gov/office/cpo/hudar/cfm**

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

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

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

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

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

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

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

(End of Clause)

FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) *Definition.* "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (FEB 2006)

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

(End of Clause)

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

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

(End of Clause)

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:

| Name and Position | Responsibility |
|---|---|
| | |
| | |
| | |

(End of Clause)

HUDAR 2452.237-77 OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF HUD FACILITIES (FEB 2006)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays--

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

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of-

(A) Granting administrative leave to non-essential HUD employees (e.g., unanticipated holiday);

(B) Inclement weather;

(C) Failure of Congress to appropriate operational funds;

(D) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.

(3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

(c) When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows--

(1) For fixed price contracts, deductions in the contractor's price will be computed as follows--

(A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

**SCHEDULE J – LIST OF ATTACHMENTS.**

Not Used

**SCHEDULE K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS.**

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

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

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

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

"Registered in the CCR database" means that—

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through

final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; 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)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of Clause)

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 531320.

(2) The small business size standard is $2 Millions.

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

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

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

[ ] (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

__ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

__ (iii) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

__ (ix) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|---|---|---|---|

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

(End of Provision)

**SCHEDULE L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS.**

INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTATIONS.

The offeror is advised to carefully read all the terms and conditions of this Request for Quotation (RFQ). Responses submitted for this RFQ are limited to a total of 10 pages, excluding the SF-18. Font size shall be twelve (12) pitch, times new roman. The offeror shall submit three (3) copies of their proposal.

The following section of Form SF-18, Request for Quotation shall be completed by the offeror;

a) Provide Duns and TIN numbers in block 11(b); and
b) Blocks 13(a) thru 16(b).

The offeror must provide all the information requested under the Factors for Award section in addition to the above mentioned items. Failure to fully and completely comply with these requirements may result in the quotation not being considered for contract award.

Questions regarding this solicitation will be accepted through August 28, 2009; 4:00PM Eastern Time via e-mail to the Contract Specialist listed in block 5(b) of the SF 18 for this RFQ.

When submitting a quote, the offeror must clearly mark the outside of the envelope containing the quotation with the following notation:

**MAILROOM: DO NOT OPEN**
RFQ NUMBER: Q9A4AAC0013
ATTN: Simone Terry, Contract Specialist

Mail or Hand Deliver Quotes to:
U.S. Department of Housing and Urban Development
Southern Field Contracting Operations, Atlanta Operations Branch, NSFA
Five Points Plaza, 40 Marietta Street, NW, 14th Floor
Atlanta, GA 30303-2806

**NOTE: All quotes MUST be received by 2:00PM Eastern Time on 09/08/2009 to the above address.**

## SCHEDULE M – EVALUATION FACTORS FOR AWARD.

BASIS FOR AWARD.

The Government will award a single contract to the offeror whose quote is evaluated as "technically acceptable" with the lowest reasonable price. Source Selection shall be in accordance with applicable provisions of FAR Part 15.

EVALUATION APPROACH.

a. The Government will evaluate each quote using a lowest price technically acceptable (LPTA) informal source selection approach.

b. All quotes will be subjected to an initial screening by the Contracting Officer to determine whether the information is complete and provided in accordance with the instructions of the solicitation, and whether they warrant further consideration. Each offeror's quote will be screened to ascertain whether the offeror has provided a written technical approach, and a price proposal in accordance with the requirements of the solicitation. Quotes that are considered incomplete after the initial screening process shall be rejected and offerors notified in writing they are no longer eligible for further consideration. A quote determined to be unreasonable, unrealistic, grossly inaccurate, and negligently incomplete in terms of cost and price will not be considered for award.

c. In accordance with FAR 52.215-1, the Government reserves the right to make award without discussions based solely upon initial offers, and without providing the opportunity for offerors to submit revised proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and price standpoint.

EVALUATION CRITERIA.

The quotes will be evaluated based on two major evaluation factors: Technical and Price. The successful offeror's quote must receive no less than a subjective rating of "Technically Acceptable" in the major non-cost factor area identified below in order to be considered for award. Once proposals are deemed "technically acceptable," price becomes the deciding factor in the award decision. There will be no ranking or scoring of proposals. There will be no trade-offs between Price and Non-Price factors.

FACTORS FOR AWARD.

A. TECHNICAL EVALUATION (Prior Relevant Experience/ Past Performance/ Personnel Qualifications, and Quality Control Plan):

The Government's evaluation team will evaluate quotes to determine technical acceptability (price excluded). The following factors will be used to evaluate the offeror's technical acceptability:

1. Prior Relevant Experience. The offeror shall provide documented evidence of at least three (3) years of prior relevant experience similar with appraising 1-4 unit properties and FHA insured properties similar in nature to those required under this RFQ. The offeror must identify the predominant product or service provided, and the names, title, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the offeror's experience.

2. Past Performance. The offeror shall provide documented evidence of past performance information regarding the three most recent contracts held by the contractor whether Government or private sector, similar to the work required under this RFQ. The information shall include the names, title, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of the customers for each contract including a brief description of the services performed and the total contract value.

3. Personnel Qualifications. The offeror must identify all Key Personnel and any persons proposed to conduct field review of appraisals under the resulting contract. The offeror must include in their quote documented proof that they are *"State Certified Residential Appraiser"* in the state where the appraisals will be performed and in addition to this requirement, the offeror must be on the FHA Approved Appraiser Roster at the time of contract award. **The only acceptable proof of certification is a copy of the state certification.**

4. Quality Control Plan. Offeror shall submit a quality control plan that at a minimum addresses how they will ensure Appraisal Review Reports (ARR) are 100% complete, accurate, error free, and returned within the time frames established in section C.5.2 of this statement of work.

B. PRICE EVALUATION: The Government will evaluate the offeror's total price using price analysis techniques identified in FAR 15.404-1. As total compensation for all on-site field review of appraisals assigned under the resulting contract HUD will pay the contractor a fixed-unit price per field review of appraisal. The unit price per field review of appraisals shall include all cost associated with performing all the tasks required under the statement of work (i.e., postage, shipping, and travel). Price will be assessed for completeness and reasonableness as follows:

1. Completeness. To be complete, the offeror must provide all pricing information for the established Contract Line Item set forth in Schedule B of the of the RFQ and supports the technical approach. The Government will assess the extent to which the price proposal complies with the content and format requirements set forth in the RFQ.

2. Price Reasonableness. The offeror's proposed pricing information will be evaluated to determine whether they are unreasonably high or low in relation to proposed pricing information received from other offerors. In the event adequate price competition is not received, the Government may use previous contract prices to determine price reasonableness. Comparison to the market value pricing for similar services being currently performed and the Independent Government Cost Estimate (IGCE) may also be used in determining reasonableness.

WORKLOAD ESTIMATES.

The workload estimates listed below reflect HUD's best estimates for the number of reviews required during the contract period. Offerors are cautioned that these quantities are provided strictly for the purpose of estimating contract prices and evaluating offers. HUD does not guarantee that these estimated quantities will be ordered under any purchase order resulting from this solicitation. The estimated maximum number of reviews is 60 per year.

EVALUATION RATING/ DEFINITION.

The following evaluation ratings/definitions will be used in the Government's evaluation of offers:

"Technically Acceptable" is defined as any evaluated proposal that meets the Government's minimum needs as defined in the statement of work, and the Government is confident that the offeror's proposed technical approach represents minimal or no risk in the performance of the services.

"Technically Unacceptable" is defined as any offeror's proposal that fails to provide and or include sufficient information in their proposal to determine that the acceptability criteria have been met for all of the requirements of the statement of work.