REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1	OF	PAGES 10

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
Q9N2AAC0017	8/25/2009			

5a. ISSUED BY
Dept of Housing and Urban Development
NY Contracting Branch
26 Federal Plaza Rm 35-100
New York NY 10278

6. DELIVER BY *(Date)*
As specified on each order

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

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Thomas F. Bucelwicz Fax 212-264-8521	212	542-7310

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

8. TO:

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

9. DESTINATION a. NAME OF CONSIGNEE.
MF Providence Office

b. STREET ADDRESS	c. CITY	d. STATE	e. ZIP CODE
121 South Main Street Suite 300	Providence	RI	02903

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*
Sept 8, 2009

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)
001	Reserve replacement Inspections in the state of Rhode Island for FHA insured Multifamily properties. Inspections in accordance with SOW attach #1 Quoters are requested to provide CAPACITY of Inspections per week**:** Minimum 1 task orders with 5 inspections. Max Cumulative all Task orders NTE $25,000 Ordering Period is 12 months(actual performance period on assigned Task Orders may extend beyond expiration of ordering period) Note: All Offerors must register in CCR to be eligible for award. Register at www.ccr.gov . Otherwise successful quoter will be given 3 business days to register or award will be made to the next otherwise successful registered Quoter.	Est Capacity	100 Weekly # of insps	$_____ _____	$_____

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				
b. STREET ADDRESS			16. SIGNER	
			a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 18 (Rev 6-95)

Minimum under any subsequent indefinite quantity Purchase Order:

One task order with approx 5 inspections

The Maximum value of all assigned Task Orders shall not exceed **$25,000**

Evaluation Criteria: the Government will make an award based on a best value analysis considering the following criteria:

Price

Experience. Experience performing similar inspections as evidenced by a resume, capability statement, or listing of projects.

Past Performance (NOTE: Offerors must submit 3 references with names and telephone numbers of customers of similar services as described in this RFQ)

Capacity

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

Facsimile Quotes are acceptable. The Fax number is 212-264-8521

If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

(1) Receipt of garbled or incomplete bid.

(2) Availability or condition of the receiving facsimile equipment.

(3) Incompatibility between the sending and receiving equipment.

(4) Delay in transmission or receipt of bid.

(5) Failure of the bidder to properly identify the bid.

(6) Illegibility of bid.

(7) Security of bid data.

Standard Clauses and the following specific indefinite clauses will be incorporated into any subsequent order

INDEFINITE QUANTITY CLAUSES

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **____approx Sept 15, 2009_____ through Sept 14, 2010**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than __1 Project_with approx 5 inspections_____ [he 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 orders in excess of ___$25,000 ;

(2) Any orders for a combination of items in excess of 5 Projects or

(3) A series of orders from the same ordering office within __30 Days_____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __3___ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

PERFORMANCE WORK STATEMENT
Asset Management- Repair and Renovation Inspections

Attach #1

BACKGROUND

- The Dept of Housing and Urban Development manages a portfolio of FHA insured and non FHA insured multifamily housing properties. As part of its asset management responsibilities it is required to ensure that reserve and replacement funds are used to maintain properties sufficiently. The HUD Real Estate Assessment Center (REAC) evaluates all properties with a yearly physical and financial assessment and recommends corrective actions that may include required repair and renovations to insure that properties offer safe and sanity housing for residents and also preserves HUD's financial commitment to such properties.

- OBJECTIVE

- The objective of this effort is issue task orders to have inspectors monitor the progress of such repairs and renovations. The reports outlined below specify some HUD forms but the narrative and interpretation of issues related to each inspection is the responsibility of the contractor. The reports should provide the Government Technical Representative (GTR) and the asset manager with sufficient information to determine that progress is being made in accordance with building codes and practices and any HUD specific issues.

PERFORMANCE REQUIREMENTS

Frequency of Inspections

Inspections are usually 2-6 inspections per task order. However some may be involve greater than 6 inspections. As a minimum, a task order will require an initial or progress inspection and a final inspection.

Items to be inspected/reported:

1. Conduct inspections of ongoing rehab/renovation work as necessary to meet project requirements Samples of work to be included in task order are:

BUILDING EXTERIORS:
Roof replacements (shingle and composition)
Exterior walls (vinyl, wood shingle, cement, brick & mortar, composition panels, concrete)
Painting/staining
Windows and door
Gutters and accessories
Roads (resurfacing T/G, concrete, brick etc.)
Grounds/Lawn sprinkler system, excavations for pipe placement/replacement, sewerage treatment,
Property line wall/fence installation/replacement

BUILDING INTERIORS:
Kitchen/bath cabinet installation/replacements (counter top included)
Plumbing (all phases)
Electrical (all phases)
Heating system (gas/oil fired/electrical)
Flooring (all types to included vct, wood, carpet)
Walls/partitions (drywall, cmu, brick/masonry)
Painting (all surface type as needed)

NEW STRUCTURES MAY INCLUDED THE FOLLOWING:

Community Centers
Laundry facilities
Additions
(All structures included possible demolition of existing, excavation/foundation thru complete structure ready for occupancy)

NOTE: All new structures will require after completion, a follow-up nine-month inspection to record possible deficiencies.

Ensure that all work complies with local, state, federal codes and regulations
Ensure that all work is performed in accordance with applicable plans and specifications
Ensure that all work is performed in a safe manner
Meet with all applicable on-site personnel to review project status and obtain daily work logs
Review all contractor's payment requisitions and make appropriate recommendations
Report any and all non compliances, delays, or disputes relating to the project
Report any and all resident or management concerns relating to the project
Determine "scheduled" progress vs. "actual" progress
Attend construction meetings at frequency specified in the task order
Provide a minimum of 3 progress photos per inspection

Responsibilities of Contractor:

Inspections will be required to furnish their own transportation, and equipment

Contractor shall submit his/her report electronically on HUD 5379 (sample form will be provided in MS Word fillable version)

The trip report shall include, as a minimum, the following information.

Construction activity on the day on visit
Construction completed to date;
Physically inspect randomly all systems installed noting deficiencies if/as found,
All deficiencies MUST be noted on report (included the building code violation as applicable).
Any deficiencies noted MUST be discussed with project supt. (clerk of works) on the day of the visit.
All project's that require progress payment requisition meetings, must be attended by the inspector.

Inspector must note in trip report his/her recommendation for payment.

Inspector MUST included the following information requested in the HUD Representative's Trip Report:

Evaluation: Details – Concerning:

Contractor's organization, operation and supervision
Administration of Construction Contract
Architect's supervision and services
Special circumstances, occupancy, delays, claims, disputes, etc.
Non-compliance in the work
Payments to the contractor, Labor and EEO Provisions

Contractor shall submit reports in accordance with the schedule provided in each task order.
Contractor shall maintain one set of drawings, specifications, General Contractor's weekly status reports meeting notes and all correspondence from the HUD Field Office
Upon completion of the task order, the contractor shall submit all issued documents.
Contractor shall prepare payment vouchers (sample form will be provided in MS word compatible format) and submit to GTR.
Inspector must have the following communication equipment;
Dedicated phone line at home/office
Pager or Cell phone or combination of cell phone/pager
Fax machine

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

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

SOLICITATION PROVISIONS

52.204-8 Annual Representations and Certifications (Jan 2006)

(a) a) (1) The North American Industry classification System (NAICS) code for this acquisition is _541310_____ *[insert NAICS code]*.

(2) The small business size standard is _____$4.5 Million _____ *[insert size standard]*.

(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 (c) 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 (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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.

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 electronicallyat 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**

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

PURCHASE ORDER GENERAL CLAUSES

FAR 52.204-7 Central Contractor Registration (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 means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same 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 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) 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) Tradestyle, doing business, or other name by which your entity is commonly recognized.

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g) (1)

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

(A) Change the name in the CCR database;

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

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

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

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

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

52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items). (MAR 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).

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

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).(vi) 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 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.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 (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

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

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

(vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (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, Wade 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) 52.225-1, Buy American Act—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. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

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

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

(iii) 52.247-29, 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).

(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):

_____

_____

[Insert one or more Internet addresses] = http://farsite.hill.af.mil/vffara.htm

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

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

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

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

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

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

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

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

2452.209-72 Organizational Conflicts of Interest (APR 1984)

2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JUL 1988)

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

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

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

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

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

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

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

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

SPECIFIC SUPPLY CLAUSES

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

SPECIFIC SERVICE CLAUSES

[ ] 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*.]

2452.237-73 Conduct Of Work And Technical Guidance (OCT 1999)

(a) The Government Technical Representative (PROGRAM OFFICIAL) for liaison with the Contractor as to the conduct of work is _____[insert name] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current PROGRAM OFFICIAL's status or the designation of a successor PROGRAM OFFICIAL.

(b) The PROGRAM OFFICIAL 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 PROGRAM OFFICIAL 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 PROGRAM OFFICIAL may issue such guidance via telephone facsimile or electronic mail.

[ ] 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 _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

[ ] 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

....this clause identifies the classes of services employees expected to be employed under the contract and states the wage and fringe benefits payable to each if they were employed by the contracting agency.....

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

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

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

INDEFINITE QUANTITY/ INDEFINITE DELIVERY CLAUSES

[ ] 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Gov't requires ... in an amount of less than ____1___(insert $ or Qty) the Gov't is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of _____3_____ (insert $ or Qty);
(2) Any order for a combination of items in excess of ___3_____ (insert $ or Qty);
(3) Series of orders…within ____30___ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(d)…Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within _____ days after issuance... . .

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

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