U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410

March 16, 2010

OFFICE OF CHIEF PROCUREMENT OFFICER

Dear Offeror:

Please find a Request for Quotation (RFQ) attached for Conference Rooms, AV Equipment and Food and Beverages. In addition, an agenda with time specifications is included.

Please note that the subject procurement is a competitive procurement and should not be discussed with a competitive offeror.

All quotes are due no later than Monday March 29, 2010 at 0800 EST. Quotes may be sent via email to Gerald Fairbanks at gerald.l.fairbanks@hud.gov or via fax to 202-401-2032. ALL quotes must include the cost of the AV equipment.

Please contact Gerald Fairbanks via email if you have any questions at gerald.l.fairbanks@hud.gov

Sincerely,

//S//

Jennifer J. Awkard
Contracting Officer

Statement of Work
CPD Office of Block Grants Assistance
CDBG Economic Development Toolbox Training
April 19-22, 2010, 55 participants, Washington, DC

1.0 INTRODUCTION

This order is for non-personal services in support of the Office of Block Grant Programs. Required services included meeting rooms and miscellaneous support during ~~March~~ April 2010.

2.0 BACKGROUND

Course Description: In this course, participants will learn how to effectively use the CDBG program to finance economic development activities. We will explore the types of economic development projects that are most appropriate for CDBG funding and the rules and requirements that apply. Several economic development strategies will be reviewed including: small business development, large-scale commercial development, job training and infrastructure improvements. We will examine options for financing economic development projects and discuss the basics of underwriting. The course will also cover aspects of Section 108 including advantages of the program, appropriate projects for financing, collateral and debt coverage requirements, the application and approval process and companion grant programs.

3.0 COURSE OBJECTIVES

By the end of this course, participants will:

- Be familiar with several types of economic development strategies typically implemented by public sector entities;
- Be able to determine the eligibility and appropriateness of economic development projects or programs for CDBG and Section 108 financing;
- Understand how economic development activities can meet the CDBG Program national objective requirements;
- Comprehend the process and benefits of developing Neighborhood Revitalization Strategies;
- Recognize various options for financing economic development activities;
- Grasp the basics of financial underwriting; and
- Know the requirements, process for approval and advantages of using the Section 108 Program.

4.0 SCOPE: The vendor shall provide lodging for up to 45 participants and conference facilities for up to 55 participants. Meals and/or refreshments may also be required. See paragraph 6 below for details.

5.0 LODGING ROOMS AND CONFERENCE ROOMS:

5.1 Lodging: Check-in will begin not later than Noon on April 19, 2010. Check-out shall be completed no later than 12 noon on the last day (April 22, 2010) of conference. A secure baggage room shall be available upon check-out for the convenience of the conference participants. Requirements are:

5.1.1 For the period three nights, reserve/furnish 45 single sleeping rooms, which are to be paid by the participants and shall not be charged to the Government.

5.1.2 Amenities normally provided in rooms and charged to the occupant on a usage basis (e.g., telephone, mini-bar, movies, sometimes parking) are not a part of this contract and shall not be charged to the Government. The vendor shall make arrangements with each participant to collect these fees directly from the participant.

5.2 Conference Rooms: The following room is required for this activity: One large conference room large enough to accommodate 55 participants. Drinking glasses and water shall be provided on side tables in each room in sufficient quantities to accommodate the number of participants scheduled to use the room on any given day. Water supplies shall be replenished during lunch break each day the room is scheduled for use.

5.2.1 The conference room is required for three days from 8:00am to 5:30pm from April 20-22, 2010. The room shall be arranged so that all 55 members of the audience will be seated comfortably (classroom) facing the speaker with an unobstructed view of the speaker. The room shall be equipped with a speaker's podium, a podium wireless microphone, one lapel microphone, Channel Mixer, LCD Projector, 8" Tripod Screen, a wireless mouse, one flip charts w/markers/pads, instructor table for three and one table in back of room for materials.

SUMMARY OF CONFERENCE ROOM REQUIREMENTS			
DATE	**# ROOMS**	**# PEOPLE**	REQUIREMENTS

April 2010	1 Conference Room	55	The room shall be arranged so that all 55 members of the audience will be seated comfortably (classroom) facing the speaker with an unobstructed view of the speaker. The room shall be equipped with a speaker's podium, a podium wireless microphone, one lapel microphone, Channel Mixer, LCD Projector, 8" Tripod Screen, a wireless mouse, one flip charts w/markers/pads, instructor table for three and one table in back for materials.

6.0 MEALS AND/OR REFRESHMENTS: The Government recognizes that industry practice regarding the pricing of meals and/or refreshments varies from vendor-to-vendor. Therefore, in order to facilitate the use of a uniform statement of work, this paragraph 6 is subdivided to accommodate different pricing policies and to accommodate the fact that the Government's authority to contract for meals and/or refreshments is dependent upon the specific circumstances of each event. Therefore, when reading this paragraph 6 and its subparagraphs, the vendor shall interpret any subparagraph not containing dates and/or quantities as a subparagraph that does not apply to this contract.

6.1 Meals Separately Priced and Included in the Price of this Contract:

6.1.2 Refreshments: Morning refreshments shall include coffee (regular and decaf), tea, water, and sufficient quantities to serve the following participants;

April 20-22 - 55 Refreshments

Afternoon refreshments shall include sodas, water, sufficient quantities to serve the following participants;

April 20-21 – 55 Refreshments

6.2 Meals and/or Refreshments Not Separately Priced and Provided Either on a Complimentary Basis or as Part of the Vendor's Conference Package: The vendor shall provide meals and/or refreshments in accordance with the vendor's quote. The parts of the quote that address meals and/or refreshments provided on a complimentary basis or as a non-severable part of the vendor's conference package are hereby incorporated into this subparagraph 6.2.

Draft Agenda

CDBG Economic Development Toolbox

April 20	
8:30 – 10:00	**Getting Started** Introductions Training goals and agenda overview **CDBG and Economic Development** Overview of CDBG program and primary objective Summary of recent changes affecting economic development Activity: Define economic development. Examples of economic development projects and programs
10:00 – 10:15	Break
10:15 – 11:30	**Using CDBG for Economic Development** Evaluating economic development projects for CDBG Funding **Eligible Activities** Eligible activity categories Program caps related to planning & public service categories Ineligible activities Activity: determining project eligibility, choosing the appropriate eligibility category
11:30 – 1:00	Lunch Break
1:00 – 2:15	**National Objectives** Description of 3 national objectives and how ED activities can meet these objectives Activity: determining if and how project components will meet a national objective
2:15 – 2:30	Break
2:30 - 5:00	**Public Benefit Standards** What triggers the public benefit test Individual and aggregate test Activity: applying the public benefit test
April 21	
8:30 – 10:00	**Neighborhood Revitalization Strategy** What is a Neighborhood Revitalization Strategy (NRS) The benefits - relief of certain CDBG requirements NRS Requirements and contents
10:00 – 10:15	Break

10:15 – 12:00	**Administrative Issues** Documenting national objectives Activity **Job Training and Public Services** **Large Scale Commercial Development** **Infrastructure**
12:00 – 1:00	Lunch Break
1:00 – 2:30 2:30 - 2:45 2:45 – 5:00	**Small Business Development** Technical assistance Financial assistance Break Microenterprise development Business incubators Activity
April 22	
8:30 – 10:00 10:00 - 10:15 10:15 – 11:30	**Financing Economic Development Projects** Financing options Revolving Loan Funds CDFIs Other Sources Break **Underwriting** Definition Underwriting criteria HUD Criteria Activity: Underwriting exercise
11:30 – 12:30	Lunch Break
12:30 – 3:00	**Section 108** Program overview Advantages and obstacles Types of projects that are most appropriate Financing amount, terms and eligible use of funds DCR and collateral requirements Getting the deal done How CDBG regulations apply EDI BEDI Review & wrap-up

PURCHASE ORDER GENERAL CLAUSES

FAR 52.204-7 Central Contractor Registration (APR2008)

(a) Definitions. As used in this clause—

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

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

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

"Registered in the CCR database" means that—

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

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

(b)

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g)

(1)

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

(A) Change the name in the CCR database;

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

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

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

transfer (EFT) clause of this contract.

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

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

52.213-2 Invoices (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state—

(a) The starting and ending dates of the subscription delivery; and

(b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(End of clause)

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

As prescribed in 13.302-5(d), insert the following clause:

Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Dec 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 (Jun 2008) (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 (Dec 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 (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

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

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

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

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

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

(A) Delivered;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

[Insert one or more Internet addresses]

(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)

52.243-1 Changes - Fixed-Price. (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

SPECIFIC SERVICE CLAUSES

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

(End of clause)

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

(a) This contract shall be effective on April 19, 2010 through April 22, 2010.

(b) The contractor shall complete all work including all deliveries by April 22, 2010.

(End of clause)

2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

(a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is Tracey Winslow or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

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

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

(2) Constitutes a change as defined in FAR 52.212-4;

(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 [*NA*]:

(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)

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)