



**U.S. Department of Housing and Urban Development  
Office of the Chief Procurement Officer  
Philadelphia Contracting Operations Branch  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, Pennsylvania 19107-3380**

September 11, 2008

**THIS IS A 100% TOTAL SMALL BUSINESS SET-ASIDE**

Dear Prospective Offeror:

The enclosed Request for Proposal (RFP) R-PHI-01004 is for the purpose of acquiring Lead Based Paint Abatement services for the HUD Pennsylvania State Office located in Philadelphia, PA. The solicitation consists of four parts. Parts I, II, and III will constitute the contract document(s) anticipated as being awarded as a result of this solicitation. Part IV consists of sections containing instructions and forms for submissions of proposals: Section K provides instructions for completion of the online Representations and Certifications; Section L provides instructions concerning submission of proposals; and Section M describes the basis for proposal evaluation and contract award.

As of January 1, 2005, all prospective contractors are required to submit Annual Representations and Certifications via the Online Representations and Certifications Application (ORCA) website, which was developed as part of the Business Partner Network (BPN), a component of the Integrated Acquisition Environment (IAE) E-Gov initiative. As a result, all offerors must complete electronic annual representations and certifications via the BPN website (<http://orca.bpn.gov>) in conjunction with required registration in the Central Contractor Registration (CCR) database. Completion of these representations and certifications shall be considered part of the offeror's proposal package; therefore, failure to complete these representations and certifications may result in the contractor not being considered for award.

If you would like to compete for this contract, you must submit a proposal in accordance with Section L of the RFP. Submit your proposal to the address specified in Block 7 of the enclosed SF-33 by the deadline set forth in Block 9 of the SF-33. HUD will not accept proposals via fax machine. All packages must be clearly marked on the outside of the shipping container (envelope, box, etc.) with the address and contact found in Blocks 7 & 8 of the SF-33, as well as the RFP number (R-PHI-00941). Delivery of your package to HUD's main mailroom is not sufficient; the package must be received in Contracting by **12:00pm on October 14, 2008** to be considered timely.

**Please note that this RFP requires a bid guarantee. Non-compliance with the bid guarantee requirement may result in rejection of the initial proposal as unacceptable if award is made without discussions.**

If you have any questions, please contact Donna Crowley at 215-430-6720 or via email at donna.crowley@hud.gov.

Sincerely,

Maureen Musilli  
Contracting Officer

Enclosure

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-PHI-01004	4. TYPE OF SOLICITATION SEALD BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		5. DATE ISSUED 9/11/08
7. ISSUED BY: U.S. Dept. of HUD, Contracting Division, The Wanamaker Building, 100 Penn Square. East, Philadelphia, PA 19107		8. ADDRESS OFFER TO (If other than Item 7) Same as block 7, Attn: Donna Crowley, Contracting Division		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in **original** and see Section L copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 11<sup>th</sup> floor Reception Area until 12:00pm local time 10/14/08  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Donna Crowley	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 215-430-6720 donna.crowley@hud.gov
---------------------------	--------------------------	---

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	24-38
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	4-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	8-18	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	39-73
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	19	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	74-76
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	19-20	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	77-83
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	19-20	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	83-85
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	22-23				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period  
12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM		
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.



## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

#### **B-1. AS 108, MINIMUM/MAXIMUM QUANTITIES FOR ORDER (SERVICES OR SUPPLIES)**

(a) The Government shall place orders under this contract which shall cumulatively total at least \$50,000.

(b) The Government does not guarantee a maximum quantity; however, the maximum number of lead-based paint abatements to be ordered shall not exceed 1,500 properties per year per contract.

#### **B-2. COMPENSATION SCHEDULE**

This contract includes a base period of one year with 3 option years. The Government estimates that a total of 1,000 properties will require lead based paint abatement during the base year and each subsequent option year. The 1,000 property estimate applies to all contracts awarded for lead based paint abatement. Under the prior abatement contracts, an average of 400 total properties were abated in the last calendar year, at an average awarded price of \$4,786.00 per property.

HUD intends to make multiple awards under this solicitation, but reserves the right to make a minimum of 1 award if the Contracting Officer determines that multiple awards are not feasible (see Section L-2). HUD will make a maximum of 3 awards under this solicitation and all task orders will be individually competed out among the awardees.

The example of a typical paint evaluation report for HUD properties that need lead based paint abatement and repainting services will be used for evaluation purposes only. The offeror must fill in a lead removal price, repainting price, and dust wipe preparation price for the total job, along with the number of laborers used, labor hours required, and abatement method used. These figures will be used for evaluation purposes only and will not become part of any resulting contract(s). Completion of the compensation schedule will enable HUD to perform a price analysis to determine the fairness and reasonableness of the prices submitted when compared to the Government estimate for the example. See attachment 10 in Section J for the example report, then enter all prices in the following spaces:

**EXAMPLE PROPERTY BIDSHEET**  
*For Evaluation Purposes Only*

Abatement Method Used: \_\_\_\_\_

Total Bid Price:\$ \_\_\_\_\_

Abatement Cost:\$ \_\_\_\_\_

Repainting Cost:\$ \_\_\_\_\_

Dust Wipe Preparation Cost:\$ \_\_\_\_\_

Number of Laborers Utilized: \_\_\_\_\_

Total Labor Hours Required\*: \_\_\_\_\_

\*Note: This figure should reflect the combined total hours for all laborers utilized.

**B-3. LABOR CATEGORIES AND RATES PER HOUR**

In the Labor Category table on page 4 of this solicitation, the offeror shall provide the proposed labor types at the corresponding unit price per hour in accordance with the terms of this contract. The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit. All proposed labor rates must comply with the Davis Bacon wage determination included as Attachment 3 of this solicitation (see Section I-8 for more information regarding the Davis Bacon Act). The Contractor must use these proposed rates in determining the bid prices for each task order.



## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **C-1. DESCRIPTION OF SERVICES.**

The U.S. Department of Housing and Urban Development, Pennsylvania State Office Homeownership Center, Single Family Real Estate Owned Division (hereinafter referred to as HUD) requires the services of Certified Lead Abatement Contractors (hereinafter referred to as CLAC) to ensure the abatement of lead-based paint from vacant HUD-owned one-to-four family properties located in the City of Philadelphia, PA.

HUD is currently obligated, under a court decree, to ensure that lead-based paint is abated in all HUD owned properties sold within the City of Philadelphia that were built before 1978. The City of Philadelphia's Department of Health (hereinafter referred to as the City) is under contract with HUD to provide initial testing for lead-based paint and inspection of the abatement process for the all properties identified under the decree. A Real Estate Management and Marketing company (hereinafter referred to as the M&M) is currently under contract with HUD to provide coordination of the abatement efforts between the CLAC, the City and HUD during the course of this contract.

In performance of this contract, the CLAC shall be responsible for providing such services required to achieve full abatement of assigned properties and certification of compliance with the rules and regulations (hereinafter referred to as the R&R) of the City of Philadelphia's Department of Health and 24 CFR 35, et al. These services include, but are not limited to:

- Ensuring the removal of security boards, as necessary, for the lead-based paint abatement process and replacing security boards at the end of each work day. Reporting any breach in security immediately to the M&M.
- Ensuring that the front door (building main entry) is secured with the M&M provided lock/hasp security system at the end of each work day and after completion of the abatement process. Reporting any breach in security immediately to the M&M.
- Ensuring that there is access to the rear yard.
- Ensuring the actual abatement of the lead-based paint, as indicated on the Paint Evaluation Report (hereinafter referred to as the PER) established during the City's initial testing.
- Ensuring removal from the property and proper disposal of all debris resulting from the abatement process, on a daily basis.
- Ensuring the repaint, replacement or encapsulation, following notification that the abatement was properly performed.
- Ensuring final cleaning and preparation for final clearance dust wipe sampling and analysis is accomplished.

#### **C-2. SERVICE DELIVERY SUMMARY**

## **C-2.1 Property Security and Damage Responsibility**

Remove and replace all security necessary to accomplish the removal of the lead-based paint.

Inspect the property to ensure that there are no hazardous conditions, debris, or occupancy. If any of these conditions are encountered, during the initial visit to the assigned property or any subsequent work/inspection related visits, report the situation to the M&M and the GTR immediately via email/facsimile/telephone.

Protect from damage all existing items within the property including, but not necessarily limited to: venetian blinds, wallpaper, shades, banisters, railings, spindles and glass.

Correct any and all damage caused as a result of the abatement/repaint process.

Reset any security removed during the lead-based paint abatement process and otherwise protect the property as necessary from weather, theft and vandalism during the period of time in which the CLAC is effecting the actual abatement, repaint and clean-up.

## **C-2.2 Lead Based Paint Removal**

The CLAC shall ensure the abatement of lead-based paint areas and items identified in the City's PER and shall be responsible for the means, methods, techniques and procedures selected to achieve full abatement in accordance with the R&R and 24 CFR 35, et al. The CLAC shall ensure completion of the abatement process and achieve compliance with the City's requirements within 60 days of assignment.

### *Acceptable Lead Hazard Abatement Methods*

Component replacement, enclosure, removal and encapsulation are the acceptable methods of abatement under this program.

1. Component replacement. This is the preferred method of abatement for friction and impact surfaces, particularly in areas of deterioration and component malfunction. All replacements must be of new materials, installed in accordance with the manufacturer's instructions and be in good working condition, functioning as intended.
2. Enclosure/encasement of the lead painted areas with rigid and durable construction materials fastened to the substrate to provide a tight, permanent cover (i.e. paneling, gypsum wallboard, tile, floor covering, tread cover, etc.). Enclosures must be of new materials, installed in accordance with the manufacturer's instructions.
3. Removal of the leaded item from the dwelling unit, and proper disposal. All removed items must be replaced with new materials of comparable quality that are installed in accordance with the manufacturer's instructions.
4. Removal of lead paint to bare wood/surface, as specified under the hazard reduction procedures. The bare wood/surface must be flush and smooth and properly prepared to receive paint, with no gouging or scarring of the abated surface.
5. Removal of lead painted item from the premises for off-site paint removal at a commercial stripping facility.

6. Encapsulation of lead paint with approved durable covering or coating that acts as a barrier between lead paint and the environment. The encapsulating product must be warranted and applied in accordance with the manufacturer's instructions.

**Regulations governing the labeling and removal of lead-based paint promulgated under 6-403 of the Philadelphia Code allow acceptance of encapsulant in lieu of the removal of lead-based paint on surfaces other than impact, friction and chewable surfaces. Spreadable liquid encapsulants have been tested by HUD and while their long term effectiveness has not yet been established, due to the recent development of these products, they have been accepted as an alternative to lead paint removal on a performance criteria basis for Public and Indian Housing. Accordingly, the use of approved encapsulants will be accepted by the Philadelphia Department of Public Health only when used in conformance with the following criteria.**

- a. The encapsulating product shall be warranted by the manufacturer to perform for the minimum of 20 years as a durable barrier between lead-based paint and the environment.
- b. The encapsulating product shall be used in a manner consistent with the manufacturer's instructions and must be applied in accordance with the 1990 HUD guidelines for lead paint removal in Public and Indian Housing. That is:
  - The encapsulant may be applied to stationary surfaces, other than impact, friction and chewable surfaces such as walls, window casings, trim and apron, door casing and trim, baluster, stringers and post.
  - For application to chewable surfaces such as window stools, the encapsulating system or product must contain glass fibers or similar materials.
  - All encapsulated areas must be completely covered to a uniform thickness as specified by the manufacturer's application instructions. Proof of the type and quantity of the materials used must be available to the inspector upon request.
  - Impact and friction surfaces may not be abated using the encapsulating procedure.
- c. Evidence of substrate failure, such as cracking, peeling or delamination, or failure of the encapsulant to adhere to the surface, will be grounds for rejecting the abatement work.

All work, regardless of the abatement method utilized, must comply with local codes and industry standards.

**IMPORTANT NOTE:** All deteriorated paint (loose, peeling, chipping, flaking, cracking, or chalking) must be completely removed from the areas designated in the Paint Evaluation Report. There is no exclusion for deteriorated paint surfaces below a de minimis level from the abatement requirements. Also, if the area is identified as MBA (MUST BE ABATED), then the area must be treated as having positive readings for leaded paint. Read the Paint Evaluation Report to identify the room or location where lead must be removed and the specific areas at each location. The Criteria for unacceptable levels of lead content, reflected in the "Readings:

column of the Paint Evaluation Report, are outlined in the City of Philadelphia Department of Public Health Regulations Related to Labeling, Application, and Removal of Lead Paint. Comprehensive knowledge of building components, room equivalents and testing combinations outlined in the 1997 revision of the HUD Guidelines is required.

### ***Approved Abatement Procedures***

1. For wet sanding or scraping means of abatement - Thoroughly moistened and then scraped to bare wood/surface from the floor to a height of five (5) feet, until all edges are flush and smooth with the bare wood or surface. ***All friction, impact and chewable surfaces must be thoroughly moistened and completely scraped to bare wood or surface regardless of the height from the floor.***
2. For all friction and impact surfaces of a window (sashes, jambs, inside & outside stops, parting bead and sill) - Remove and replace components or, thoroughly moisten and completely scrape to bare wood or surface.
3. For all chewable surfaces of a window (stool, mullion) - Remove and replace component or, thoroughly moisten and then scrape to bare wood or surface (4) inches back from the nose of stool on the top and from the nose to the apron /wall on the bottom or, properly prepare surface and encapsulate with glass fiber and approved encapsulation product.
4. For window casings, trim and apron - Remove and replace component or, thoroughly moisten and then scrape to bare wood/surface or, properly prepare surface and encapsulate from the floor to a height of five (5) feet using an approved encapsulation product.
5. For all friction and impact surfaces of doors, door frames and door hardware - Remove and replace components or, thoroughly moisten and then scrape to bare wood or surface. Door scraping to include all edges and back four (4) inches on both the hinge/latch stiles and top/bottom rails. Door frame scraping to include jambs, stops and thresholds. All hardware must also be abated.
6. For all chewable surfaces of doors (mullions, raised trim) - Remove and replace component or, thoroughly moisten and then scrape to bare wood or surface.
7. For door casings and trim - Remove and replace component or, thoroughly moisten and then scrape to bare wood/surface or, properly prepare surface and encapsulate from floor to a height of five (5) feet using an approved encapsulation product. All hardware must also be abated.
8. For outside corners of walls trim, floor base trim, base cap and shoe molding - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or enclose with durable materials.
9. For handrails and newel post top - Remove and replace components or thoroughly moisten and then scrape to bare wood/surface.
10. For balusters, stringers, columns and newel post - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or, encapsulate using an approved encapsulation product.

11. For stairway tread and riser - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface four (4) inches back from the nose of the tread (friction) and from the nose to the riser on the bottom of the nose (chewable) or, remove all deteriorated paint and enclose nose and tread with a durable material. NOTE: when utilizing the enclosure method, any exposed nosing/tread (chewable) must also be abated. All deteriorated paint shall be removed from the riser.
12. All other chewable surfaces (i.e., radiators and covers, etc.) at a height of five (5) feet or less - Remove and replace component or, thoroughly moisten and scrape to bare wood/surface four (4) inches back from the edge.
13. For lead paint applied over wallpaper or other surface coverings on walls and ceiling- Thoroughly moisten and completely remove paint and surface covering or, enclose using appropriate materials. Enclosure must be of new materials, installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.
14. For floors - Remove and replace components or, thoroughly moisten and then scrape to bare wood/surface or, enclose using an appropriate floor covering. Floor covering must be of new materials, installed in accordance with the manufacturer's instructions. All work shall comply with local codes and industry standards.

#### C. Prohibited Abatement Procedures

1. Open flame burning or torching.
2. Machine sanding or grinding without HEPA exhaust controls.
3. Uncontained hydroblasting or high pressure washing.
4. Abrasive blasting or sandblasting without HEPA exhaust controls.
5. Heat gun operating above 1100 degrees Fahrenheit.
6. Chemical paint strippers containing methylene chloride.
7. Dry scraping or drying sanding.

**NOTE:** Use of any of the prohibited abatement procedures will result in the termination of the abatement contract work.

#### **C-2.3 General Procedures/Safety Precautions**

- A. Warning signs shall be posted at each entryway to each property awarded within (5) days of award. These signs must:
  1. Be easily read from ten (10) feet away from the entryway.
  2. Include the following information:
    - (a.) Company name.

(b.) Warning - Do Not Enter - Lead Abatement Work in Progress – Lead Poison/Contamination Hazard - Entry by Unauthorized Personnel is Prohibited.

- B. No children or any woman of childbearing age should be allowed in the property at any time while abatement activities are being conducted. Any adults who are not engaged in abatement activities should also be out of the building or on another floor with the doors closed and windows open for ventilation.
- C. Do not allow any person back into the property until all surfaces have been properly cleaned.
- D. Prior to, and during abatement activities, the worker should:
1. Open all windows in the room where he/she is working;
  2. Wear a face mask or proper respirator fitted with HEPA filters;
  3. Wear washable protective clothing or disposable coveralls;
  4. Wear work gloves, safety goggles, hair and foot coverings;
  5. Neither have, nor consume, any food or drink nor smoke in the work area;
  6. Wash hands and face before eating, drinking or smoking (should also remove work clothes);
  7. Keep a fire extinguisher in the work area, if using heat to soften paint; and
  8. When all work and clean-up are done for the day, remove and dispose of work garb. If non-disposable, wash separately from any other laundry. Bathe to remove any lead dust from your person.
- E. To conduct lead paint abatement correctly:
1. Move all furniture, rugs, curtains or other items from work area or cover thoroughly with drop cloths.
  2. Follow all safety requirements and precautions.
  3. Use a paint scraper and a spray water bottle to "mist scrape" the loose paint (first spraying an area with water then scraping the paint off). When doing a total removal, heat the paint with a hot air gun until it just starts to bubble, then scrape it off with the scraper. **DO NOT** heat the paint too long or it will start to smoke and burn. Most masks will not protect you against the fumes released. **DO NOT** use an open flame (torch).

**Paint removers and solvents may be used, but manufacturer's safety precautions should be followed (i.e., respirator for organic vapors, no skin contact, adequate ventilation, etc.).**

#### C-2.4 Lead Paint Removal – Clean Up Instructions

- A. All paint chips, flakes and dust must be removed from all painted surfaces, walls and ceilings, carpets, furniture and any other areas or household items, including floors.
- B. All clean-up must be done with an HEPA (High Efficiency Particulate Accumulator) vacuum cleaner to prevent contamination with fine lead-paint dust.
- C. All surfaces in the work area must be vacuumed, washed with water and a high-phosphate detergent, vacuumed and washed **again**, to remove all dirt and dust. All debris, paint chips, vacuum cleaner bags, wash rags/sponges, drop cloths, must be folded into and sealed in six (6) millimeter thick plastic sheets or bags and disposed of properly in compliance with the Resource Conservation and Recovery Act.
- D. Correct any and all damage caused as a result of the lead based paint abatement and repaint process.

#### C-2.5 Obtaining a Certificate of Compliance

Within two (2) working days of the completion of the abatement, repaint and clean-up, the CLAC shall:

- A. Contact the City of Philadelphia’s Lead Based Paint Office via e-mail to request and schedule inspections or clearance examinations of an assigned property. Within (2) days the City will respond by e-mail with the scheduled dates and times for each individual property. The City has up to 14 days after receipt of the request to perform the inspection. All requests shall also be transmitted by e-mail to the addresses indicated on Attachment 1 (E-mail Formats) of this contract.
- B. The City inspectors will bring 2 copies of the initial PER with them to the abatement and repaint inspections. If the abatement or repaint has not been completed properly, the City inspector will highlight any failed items, sign and date the report, and leave a copy in the property for the CLAC. The City will also e-mail the results of the inspection to the CLAC and the GTR within (14) days following inspection. The CLAC must correct any and all failed work and request another inspection. This process is repeated until satisfactory abatement and repaint is achieved.  
**Note: Random follow-up inspections by the City’s supervisory staff are a requirement of the City’s quality assurance inspection protocol. If, as a result of the inspection, it is determined that a property is not in compliance, the City will immediately notify the CLAC via e-mail with the PER of areas not in compliance. The CLAC must correct the specified deficiency, at no additional cost, before proceeding to the next step.**
- C. Following notification of satisfactory abatement, the CLAC shall complete the repainting, replacement and encapsulation phase of the abatement process. All surfaces where paint was removed and all horizontal wooden surface not covered with Formica, tile, linoleum or similar cleanable materials, must be covered with (2) coats of non-lead paint or varnish.

- D. Twenty-four hours after the repainting, replacement and encapsulation has been completed, e-mail a request to the City for a repaint inspection. The City repaint inspection will determine that all affected areas have/have not been painted properly or encapsulated properly and the replacement of any removed component has been accomplished. All requests shall also be transmitted by e-mail to the addresses indicated in this contract.
- E. Following notification of satisfactory repaint, replacement and encapsulation, the CLAC shall complete final clean-up in preparation for clearance examination.
- F. After the CLAC completes all clean-up work as outlined in the clean-up instruction section of this contract, the CLAC shall e-mail a request to the City to conduct a clearance examination utilizing the dust wipe procedure. All requests shall also be transmitted by e-mail to the addresses indicated in this contract. The City will collect a standard total of thirteen (13) dust samples per property consisting of three (3) dust samples per four (4) room dwelling unit plus one (1) "blank" sample. The dust wipe collection, analysis and determination will be conducted in accordance with Subpart R of 24 CFR 35, et al - Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance and all applicable guidelines, rules and regulations of the City. The City will notify the CLAC immediately, upon receipt of the dust wipe lab results, of areas that are not within the acceptable level of lead concentration. The CLAC will take corrective action to rectify the failed areas and request another clearance examination. **Note: The City will collect sample only in the failed areas during the re-examination.** This process is repeated until satisfactory clearance is achieved.
- G. Once the property attains satisfactory results from the clearance examination, the City will e-mail the Certificate of Compliance to the CLAC and the GTR within fourteen (14) days of the date of the examination.

\*\*The CLAC is responsible for performing all required services in accordance with the City's R&R, 24 CFR-Part 35, manufacturer's instructions, local codes and building standards. All building components are to be in good working condition and functioning as intended. Shoddy work, such as gouging of abated surfaces, over-paint, malfunctioning or missing components, will not be accepted. If the CLAC's abatement, repaint or clearance work fails at any time or the quality of the work does not conform to the standards set forth in this contract, the CLAC must immediately correct the specified work item at no additional cost to the Government before proceeding to the next step or invoicing for payment of individual properties.

### C-3. GENERAL INFORMATION.

#### C-3.1 Quality Control

The CLAC shall submit a Quality Assurance Plan (QAP) within 15 days of contract award that establishes the means, methods, techniques and procedures that will be utilized for the abatement process. The QAP shall outline the CLAC's quality assurance aspect of the abatement process, as specified herein, and shall establish performance standards for the administration of this contract. The QAP shall include provisions to amend the QAP if a more efficient and effective process is determined by the CLAC or indicated by the Contracting Officer's performance

evaluation process. The QAP will be approved by the GTR/Contracting Officer within 15 days of submission.

### **C-3.2 Government Quality Assurance**

The GTR will conduct quality assurance inspections of no less than 5% of all assigned contractor properties. When a quality assurance review by the GTR observes defective performance, the GTR will request the CLAC to respond to the observation. The CLAC shall take immediate action to correct any reported deficiencies and shall respond in writing within 10 business days of receipt (successful electronic mail transmittal is acceptable) with a plan outlining the methods the CLAC will use to ensure that the observed deficiencies in the CLAC's abatement practices will be corrected. The GTR will use the results of the QA review to verify the CLAC's entitlement to a monetary incentive.

### **C-3.3 Standards of Conduct**

The CLAC shall ensure all work practices conform to HUD and EPA guidelines, rules, and regulations on lead-based paint abatement, as specified in 34 PA Code CH. 203, included as Attachment 2 in Section J.

The CLAC, acting on behalf of HUD relative to the abatement of lead-based paint from HUD-owned properties under the terms of this contract, shall ensure that all duties and responsibilities described herein are provided in a courteous, cooperative and professional manner conducive to preserving HUD's best interests in accomplishing the expeditious, efficient abatement of lead-based paint.

### **C-3.4 Contractor Certification**

The Contractor along with all employees and subcontractors associated with lead based paint abatement must be certified as defined by the Commonwealth of Pennsylvania's Department of Labor and Industry Board of Occupational and Industrial Safety's "Lead Based Paint Occupation, Accreditation, and Certification" regulations (34 PA Code CH 203, included as Attachment 2 in Section J). **An individual or company may not engage in lead-based-paint activities or lead-based paint abatement without the appropriate certification.**

### **C-3.5 Insurance**

The CLAC shall be required to provide the Contracting Officer and the M&M with a Certificate of Insurance for property damage and liability insurance in the minimum amount of \$100,000. Said insurance shall remain in effect for the duration of the contract.

### **C-3.6 Bonding**

The contractor shall be required to provide HUD with a Bid Guarantee (see Section I, FAR 52.228-1) in the minimum amount of \$50,000. The bid guarantee must be submitted with the original proposal (Section J, Attachment 6).

For each task order award, the contractor shall be required to provide HUD with both a Performance Bond and a Payment Bond equal to 100% of the total amount of the award. Said bonding shall remain in effect for the duration of the task order.

The contractor will have 14 calendar days from the date of task order award to provide HUD with the required bonding. At time of receipt, HUD will issue a notice to proceed to the contractor.

**C-3.7 Department of Labor**

The CLAC shall ensure notification of the PA Department of Labor and Industry prior to engaging in any lead-based paint abatement project, as specified in 34 PA Code CH. 203.10. The CLAC shall pay workers performing work under this contract in accordance with the wage rates established by the U.S. Secretary of Labor (see Section I-8).

**C-3.8 Contractor-Furnished Equipment and Services**

The CLAC shall ensure that all labor, travel expenses, materials, equipment, offices supplies, office space, direct dial telephone instruments, facsimile & email transmissions, postage and services are furnished for the proper completion of the work specified herein. The CLAC must have regular access to a computer equipped with Microsoft Word and Excel and the Adobe Acrobat Reader, and must have an email account capable of receiving emails with large file attachments. All property bid packages, contractor bids, and task order awards will be submitted and distributed electronically, and the majority of the correspondence will occur electronically; therefore, the CLAC must be proficient in the required Microsoft Office software and in their chosen email program.

**C-3.9 Payment**

Upon the CLAC's receipt of the e-mailed copy of the certification of compliance from the City for each property covered by this contract, payment for one hundred (100%) of the property price may be processed. The Contractor may submit an invoice for NO LESS than one (1) completed group at a time. When submitting the invoice, the contractor must include a copy of the task order and the certification of compliance for each property. Submit all invoices and copies of the certification of compliance and task order to the M&M..

For any property group assigned, if the COC is obtained for all properties within the group in 45 days or less from the date the task order was awarded and the work is found acceptable by the GTR, the contractor will receive an additional fee equal to 1% of the total group fee.

**C-4. SERVICE REQUIREMENT SUMMARY**

<b>DESIRED OUTCOMES/ RESULTS</b>	<b>REQUIRED SERVICES</b> C=Critical I=Important N=Necessary	<b>SOW REFERENCE</b>	<b>PERFORMANCE THRESHOLD</b>	<b>MONITORING METHOD</b>	<b>INCENTIVE</b>
----------------------------------	--	----------------------	------------------------------	--------------------------	------------------

To assure HUD & M&M that no safety issues are present at property and that property is unoccupied.	<b>N:</b> Contractor is to notify M&M and HUD by email in a timely fashion if safety or occupancy issues exist.	C-2.1B	No deficiencies permitted.	GTR will perform QA inspections on 5% of properties.	N/A
To ensure that the City is notified promptly to schedule all inspections & the clearance examination.	<b>I:</b> Contractor is to notify the City by email a maximum of two working days after completion of abatement, repaint, and clean up.	C-2.5	No deficiencies permitted.	GTR will receive email from City indicating the scheduled date for each abatement inspection, repaint inspection and clearance examination at all properties assigned.	N/A
To perform LBP abatement in accordance with the Statement of Work.	<b>C:</b> Paint is removed and no additional lead is present. Safety barriers and warning signs are in place and adequate. All waste is disposed of properly and there is no damage to the property.	C-2	COC must be received within 60 days of assignment of the task order. No deficiencies permitted.	GTR will receive email from City indicating the scheduled date of the abatement and repaint inspections. GTR will perform random QA inspections on a minimum of 5% of properties assigned to the CLAC. GTR will monitor the QA plan submitted by the CLAC.	For any property group assigned, if the COC is obtained for an entire group in 45 days or less from the date of assignment of the task order & the work is found acceptable by the GTR, the contractor will receive an additional fee equal to 1% of the total group fee.

## SECTION D - PACKAGING AND MARKING

### D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

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.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	FEB 2006

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989

### F.2. FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed for each task order awarded, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after assignment. The time stated for completion shall include final cleanup of the premises.

*Alternate I (Apr 1984).* The completion date is based on the assumption that the successful offeror will receive the notice to proceed 14 days after notice of award of a task order. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

**F-3. FAR 52.211-12, LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$28.74 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

**F.4 HUDAR 2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006) ALTERNATE I (FEB 2006)**

(a) This contract shall be effective on to be determined at time of contract award.

(b) The contractor shall complete all work including all deliveries by to be determined at time of contract award.

(c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule.

(d) In accordance with the clause at 52.217-9, "Option to Extend the Term of the Contract," the contract may be extended for the following periods:

Option No.	Period of Performance
Base Year	<u>A 12 month period; actual dates shall be identified at contract award.</u>
Option Year 1	<u>A 12 month period; actual dates shall be identified at contract award.</u>
Option Year 2	<u>A 12 month period; actual dates shall be identified at contract award.</u>
Option Year 3	<u>A 12 month period; actual dates shall be identified at contract award.</u>

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (FEB 2008) (DEVIATION)

(a) Payment Schedule. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract, inclusive of all costs and expenses, the firm fixed price stated in the task orders under this contract. Payment of the order price will be made upon completion and acceptance of all work unless a partial pay schedule is included below.

(b) Submission of Invoices.

(1) Upon receipt of the e-mailed copy of the certification of compliance from the City for each property covered by this contract, payment for one hundred (100%) of the property price may be processed. The Contractor may submit an invoice for NO LESS THAN one (1) completed group at a time. 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. 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.

### G.2 HUDAR 2452-237-73, CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999) ALTERNATE I (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is (to be determined at time of contract award) or successor designated by the Contracting Officer. The Government Technical Monitor (GTM) is (to be determined at time of contract award). 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 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.

### G.3 AS 1102, ORDERING PROCEDURES

(a) Orders issued under this contract may be placed in writing or via telephone, facsimile (fax) machine, or email.

(b) In addition to the Contracting Officer, the following individuals are authorized to issue orders under this contract:

*To be determined at time of award.*

#### **G.4 FAIR OPPORTUNITY PROCESS**

Every task order will be competed out among the awardees of this contract. HUD will provide specifications for the properties to be included in each task order to each awardee. The awardees will be required to submit a comprehensive price for performance of the entire task order within seven calendar days unless stated otherwise in the request. Failure by any contractor to provide all the requested information on time may result in the contractor not being considered or selected for issuance of the order.

Task orders will be awarded to the lowest-priced offeror, under the condition that the offeror's past performance under this contract has been satisfactory. HUD reserves the right to award a task order to other than the lowest priced offeror should special circumstances require such an action. See FAR 16.505(b) for more information on the Fair Opportunity Process.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H-1. INSURANCE**

The contractor(s) shall be required to provide HUD with a Certificate of Insurance for property damage and liability insurance in the minimum amount of \$100,000. Said insurance shall remain in effect for the duration of the contract.

**NOTE:** The contractor(s) will have 10 business days from the date of award to provide HUD with the required insurance. At that time, HUD will issue a notice to proceed to the contractor(s).

#### **H-2. BONDING**

- (a) Bid Guarantee. The contractor(s) shall be required to provide HUD with a Bid Guarantee (see Section I, FAR 52.228-1) in the minimum amount of \$50,000. The bid guarantee must be submitted with the original proposal (Section J, Attachment 6).
- (b) Performance Bond. The contractor(s) shall be required to provide HUD with a Performance Bond for each task order in the total amount of the task order award (Section J, Attachment 7). Said bonding shall remain in effect for the duration of the task order and HUD reserves the right to request additional bonding.
- (c) Payment Bond. The contractor(s) shall be required to provide HUD with a Payment Bond for each task order in the total amount of the task order award (Section J, Attachment 7). Said bonding shall remain in effect for the duration of the task order and HUD reserves the right to request additional bonding.

**NOTE:** The contractor(s) will have 10 business days from the date of task order award to provide HUD with the required bonding in (b) and (c) above. At that time, HUD will issue a notice to proceed to the contractor.

### **H-3. CERTIFICATION**

The Contractor along with all employees and subcontractors associated with lead based paint abatement (includes planners/project designers, inspectors/risk assessors, supervisors, and workers) must be certified, as defined by Commonwealth of PA Department of Labor and Industry Board of Occupational and Industrial Safety “Lead Based Paint Occupation, Accreditation, and Certification” Regulations (34 PA Code CD 203). **An individual or company may not engage in lead-based-paint activities or lead-based paint abatement without the appropriate certification.**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52-219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY	JUL 2005

	STANDARDS ACT - OVERTIME COMPENSATION	
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-9	APPRENTICES AND TRAINIIEES	JUL 2005
52.222-10	COMPLAINCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACT (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARRMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY CONSTRUCTION CONTRACATS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984

52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION	SEP 2005
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION ALERNATE I	NOV 1991 NOV 1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-4	CHANGES	JUN 2007
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-10	DEFAULT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	FEB 2006
2452-209-71	LIMITATION ON FUTURE CONTRACTS	
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452-216-75	UNPRICED TASK ORDERS	APR 1984
2452-222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES,	JUL 1988

AND SEMINARS TO PERSONS WITH  
DISABILITIES

2452.237-75

Access to HUD Facilities (DEVIATION)

NOV 2005

**I.2 52.203-2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**I.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **to be determined at time of award** through **to be determined at time of award**.

(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.

**I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services

specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

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

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

#### **I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days**.

#### **I.7 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 30 days; *provided* that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

#### **I.8 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

**The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 562910 assigned to contract number .**

**[Contractor to sign and date and insert authorized signer's name and title].**

**I.9 52.222-6 DAVIS-BACON ACT JUL 2005**

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### **I-10 52.222-8 PAYROLL AND BASIC RECORDS (FEB 1988)**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional [Form WH-347](#) (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—

Superintendent of Documents  
U.S. Government Printing Office  
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional [Form WH-347](#) shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **I.11 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information

(except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **I.12 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA- designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

### **I.13 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be \$50,000.00

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

### **I.14 52.228-15 PERFORMANCE AND PAYMENT BONDS (NOV 2006)**

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782.  
Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**I.15 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):

FAR clauses: <http://www.arnet.gov/far>

HUDAR clauses: <http://www.hud.gov/cts/ctshudar.html>

**I.16 HUDAR 2452-237-70 KEY PERSONNEL**

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: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL

POSITION/TITLE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**I.17 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.

## **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

- 1 Abatement/Repainting Schedule
- 2 PA Dept. of Labor & Industry 34 PA Code Ch. 203 (Rules and Regulations)
- 3 Davis Bacon Rates
- 4 Hazardous Conditions Report
- 5 LBP Inspection Request
- 6 SF-24, Bid Bond
- 7 SF-25, Performance Bond
- 8 SF-25A, Payment Bond
- 9 SF-25B, Continuation Sheet for SFs 24, 25, and 25A
- 10 Example Properties for Section B
- 11 Sample Contractor-Provided Letter Requesting Past Performance Evaluation
- 12 Past Performance Evaluation Survey



## 34 PA CODE CH. 203

### LEAD-BASED PAINT OCCUPATION ACCREDITATION AND CERTIFICATION

#### SECTIONS:

- 203.1. Definitions.
- 203.2. General administrative requirements.
- 203.3. Training course accreditation procedures.
- 203.4. Certification procedures and requirements.
- 203.5. Denial, suspension or revocation of certification or accreditation.
- 203.6. Work practices.
- 203.7. Reciprocity.
- 203.8. Fees.
- 203.9. Enforcement procedures and penalties.
- 203.10. Contractor notification requirements.

#### Authority

The provisions of this Chapter 203 issued under section 4 of the Lead Certification Act (35 P. S. § 5904); and section 1002 of the Lead-Based Paint Hazard Reduction Act (42 U.S.C.A. § 4851), unless otherwise noted.

#### Source

The provisions of this Chapter 203 adopted November 7, 1997, effective November 8, 1997, 27 Pa.B. 5865, unless otherwise noted.

#### § 203.1. Definitions.

The following words and terms, when used in this chapter, have the following meanings:

*Abatement*—A set of measures designed to eliminate or reduce lead-based paint hazards in accordance with standards established by the EPA.

(i) The term includes the following:

(A) The removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures and the removal or covering of lead-contaminated soil.

(B) The preparation, cleanup, disposal and post-abatement, clearance-testing activities associated with these measures.

(C) Less-than-full abatement whereby the sources of lead contamination are reduced sufficiently to create a “lead-safe” environment rather than a “lead-free” environment.

(ii) The term does not include renovation and remodeling or landscaping activities by contractors whose primary intent is not to permanently eliminate or reduce lead-based paint hazards, but is instead to repair, restore or remodel a given structure or dwelling.

(iii) The term does not include renovation and remodeling activities conducted by homeowners in their homes.

*Accessible surface*—An interior or exterior surface painted with lead-based paint that is accessible for a child to mouth or chew.

*Accreditation*—A certificate issued by the Department permitting a person to conduct lead-based paint occupation training courses.

*Act*—The Lead Certification Act (35 P. S. § 5901—5916).

*CDC*—The United States Centers for Disease Control and Prevention.

*Certification*—A certificate issued by the Department permitting a person to work in a lead-based paint occupation and which contains a recent photograph of that person.

*Certified contractor*—A person, firm, company or institution which has been approved by the Department to perform lead-based paint activities in this Commonwealth. This term includes a “certified firm” as defined by the EPA’s regulation at 40 CFR 745.223 (relating to definitions).

*Children*—Individuals who are under 6 years of age.

*Commercial building*—A building constructed for the purpose of commercial or industrial activity and not primarily intended for use by the general public, including office complexes, industrial buildings, warehouses, factories and storage facilities.

*Deleading*—Activities conducted by a person who offers to eliminate or reduce lead-based paint or lead-based paint hazards or to plan these activities.

*Demolition*—Pulling down or completely destroying a building or structure or substantial removal of building elements.

*Department*—The Department of Labor and Industry of the Commonwealth.

*Discipline*—A classification for a specific lead-hazard activity.

*EPA*—The Environmental Protection Agency.

*Friction surface*—An interior or exterior surface that is subject to abrasion or friction. The term includes certain window, floor and stair surfaces.

*Hazard activities*—Any set of measures designed to eliminate or reduce lead hazards in accordance with standards established by the EPA and other Federal agencies.

*Hazardous condition*—A condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil or a lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces that would result in adverse human health effects as established by the administrator of the EPA under section 403 of the Toxic Substance Control Act (15 U.S.C.A. § 2683).

*HUD*—The Department of Housing and Urban Development.

*Impact surface*—An interior or exterior surface that is subject to damage by repeated impacts; for example, certain parts of door frames.

*Inspection*—

(i) A surface-by-surface investigation to determine the presence of lead-based paint, as provided in section 302(c) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.A. § 4822(c)).

(ii) The provision of a written report explaining the results of the investigation.

*Inspector-risk assessor*—A person trained and certified to perform all activities of the inspector-technician as well as to identify the presence of lead-based paint and to collect additional information designed to assess the level of risk to residents of target housing. The term includes a “certified risk-assessor” as defined by the EPA’s regulation in 40 CFR 745.223.

*Inspector-technician*—A person trained and certified to perform inspections solely for the purpose of determining the presence of lead-based paint through the use of onsite testing, such as XRF analysis, and the collection of samples for laboratory analysis. The term includes a “certified inspector” as defined by the EPA’s regulation in 40 CFR 745.223.

*Lead-based paint*—Paint or other surface coatings that contain lead in excess of the most current HUD standards, or in the case of paint or other surface coatings on target housing, such lower level as may be established by the Secretary of HUD under section 302(c) of the Lead-Based Paint Poisoning Prevention Act.

*Lead-based paint activities*—The term includes the following:

(i) With respect to target housing, the term includes risk assessment, inspection and abatement.

(ii) With respect to a public building constructed before 1978, or a commercial building, bridge or other structure or superstructure, the term includes identification of lead-based paint and materials containing lead-based paint, deleading and removal of lead from bridges and demolition.

*Lead-based-paint hazard*—A condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces, which exposure would result in adverse human health effects as established by the Department.

*Nonprofit training provider*—A training provider organized for a purpose not involving pecuniary profit, incidental or otherwise, to its members.

*Occupations*—Occupations include worker, supervisor, inspector, risk-assessor, inspector-technician, project designer and all other occupations covered by EPA and OSHA rules, regulations and guidelines on lead-based paint activities.

*OSHA*—The Occupational Safety and Health Administration.

*Person*—Any of the following:

(i) An individual.

(ii) A corporation, partnership or association.

(iii) The Commonwealth, including an agency and instrumentality of the Commonwealth.

(iv) A political subdivision, including an agency or instrumentally of a political subdivision.

*Planner-project designer*—A person trained and certified to plan and design lead-based-paint

activities. The term includes a "certified project designer" as defined by the EPA's regulation in 40 CFR 745.223.

*Public building*—A building constructed prior to 1978 which is generally open to the public or occupied or visited by children. The term includes schools, day-care centers, museums, airport terminals, hospitals, stores, restaurants, office building, convention centers and government buildings. The term excludes target housing.

*Renovation and remodeling activities*—Activities whose primary intent is not to permanently eliminate or reduce lead-based-paint hazards, but is instead to repair, restore or remodel a given structure or dwelling.

*Residential dwelling*—The term includes the following:

- (i) A single-family dwelling including attached structures such as porches and stoops.
- (ii) A single-family dwelling unit in a structure that contains more than one separate residential dwelling unit and in which each unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more individuals.

*Risk assessment*—Onsite investigation to determine and report the existence, nature, severity and location of lead hazards in residential dwellings, including the following:

- (i) Information gathering regarding the age and history of the housing and occupancy by children under 6 years of age.
- (ii) Visual inspection.
- (iii) Wipe sampling or other environmental testing and sampling techniques.
- (iv) Other activity as may be appropriate.
- (v) Provision of a report explaining the results of the investigation.

*Secretary*—The Secretary of Labor and Industry of the Commonwealth.

*Superstructure*—A large steel or other industrial structure, such as a bridge or water tower which might contain lead-based materials.

*Supervisor*—A person trained and certified to oversee lead-based paint activities on target housing and public and commercial building job sites. The term includes a "certified supervisor" as defined in the EPA's regulation in 40 CFR 745.223.

*Target housing*—Housing constructed prior to 1978, or any zero-bedroom dwelling. The term excludes housing for the elderly or persons with disabilities unless a child who is under 6 years of age resides or is expected to reside in the housing.

*XRF analyzer*—A machine that utilizes X-Ray Fluorescence (XRF) to test for the presence of lead-based paint.

*Worker*—A person who has been trained by an accredited training program and certified under the act and this chapter to perform lead-based paint abatement activities. The term includes "certified abatement worker" as defined by the EPA's regulation in 40 CFR 745.223.

### **§ 203.2. General administrative requirements.**

(a) This chapter implements the certification, accreditation, work practices and other requirements of the Act.

(b) This chapter applies to the following persons:

(1) Persons engaged in lead-based-paint occupations within this Commonwealth. An individual or company may not engage in lead-based-paint activities or lead-based paint abatement without the appropriate certification.

(2) Persons performing lead-based-paint abatement upon or within a building which they own or occupy who utilize employees to perform lead-based-paint abatement.

(3) Training course providers desiring to provide training courses required for certification in any lead-based-paint-abatement occupations within this Commonwealth.

(c) This chapter does not relieve any person subject to the act from any duty or responsibility under other Federal or State statutes or regulations, or local ordinances relating to lead-based paint activities.

(d) EPA standards found in 40 CFR Part 745 (relating to lead-based paint poisoning prevention in certain residential structures), are incorporated by reference as the standards by which to carry out the provisions of the act. If EPA regulations and this chapter conflict, this chapter applies.

(e) The Department will publish notice of EPA regulation changes in the *Pennsylvania Bulletin*.

### **§ 203.3. Training course accreditation procedures.**

(a) *Federal requirements.* Training providers shall meet the EPA training course requirements in 40 CFR, Part 745 (relating to lead-based poisoning prevention in certain residential structures).

(b) *Accreditation of initial and refresher courses.*

(1) A person may apply to the Department for approval to conduct training courses, including refresher training courses. A person desiring to apply as an approved training provider for a specific course shall complete an application prescribed by the Department and submit the completed application with the appropriate fee prescribed in § 203.8 (relating to fees). The application shall be received by the Department at least 30 days prior to the first course session. The Department will not process an application which is submitted without the fee or that is incomplete.

(2) A provider requesting accreditation of a training course given outside this Commonwealth shall, in addition to complying with paragraph (1), submit copies of applicable State or Federal approvals, along with the name, address and telephone number of the person, department or agency giving the approval.

(3) The Department will grant accreditation of a training course and issue a certificate of accreditation when it has determined from a complete review of application materials that the course meets the EPA's requirements.

(4) The Department will inform the provider in writing of its reasons for denying accreditation. The Department may schedule a reevaluation at its discretion.

(5) Course accreditation shall be renewed annually. A person applying for reaccreditation shall reaffirm his address and course information on a form prescribed by the Department and shall provide the Department with a description of course changes since his last accreditation or reaccreditation application.

(c) *Course test.*

(1) A monitored final written examination will be required for all courses unless provided for in this chapter. For students who are unable to take a written examination, the Department may accept an equivalent oral examination.

(2) Training course instructors who provide oral examinations for students who are unable to take a written examination shall issue an answer sheet to be marked by the attendee. The student shall sign the answer sheet, and it shall become a part of the training course provider's recordkeeping as described within this chapter.

(3) A passing grade on the course test is a score of 70%.

(d) *Changes to accredited training courses.*

(1) A provider may change an accredited training course only with approval of the Department. The provider shall submit to the Department written notice of the contemplated change at least 10 days before its proposed implementation date. The Department may waive the 10-day requirement for good cause shown.

(2) Changes may include the following:

- (i) Topic covered.
- (ii) Course materials.
- (iii) Training course instructors.
- (iv) Teaching methods.
- (v) Dates and location of scheduled courses.
- (vi) Language in which course is given.

(e) *Training course provider requirements.*

(1) The provider shall notify the Department in writing of the scheduled commencement of a course at least 5 days before the first session.

(2) The provider shall cooperate with the Department in all matters relating to the conduct of the course and shall permit representatives of the Department to attend course sessions at no cost. The provider shall make available to the Department, upon request and at no cost, course materials, examinations and records.

(3) The provider shall provide each student who has met the qualifications for supervisor, risk assessor or inspector with a training certificate, and shall provide the Department within 15 days of the successful completion of the course a copy of each student's training certificate.

**Cross References**

This section cited in 34 Pa. Code § 203.7 (relating to reciprocity).

**§ 203.4. Certification procedures and requirements.**

(a) *Federal requirements.* Applicants for certification shall meet the EPA certification course requirements in 40 CFR Part 745 (relating to lead-based paint poisoning prevention in certain residential structures).

(b) *Certification of individuals.* An applicant for certification in a lead-based-paint occupation shall successfully complete a lead-based-paint training course accredited by the Department and pass an examination approved by the Department. Applicants shall submit a completed application on a form provided by the Department, along with the appropriate fee designated in subsection (d), and a copy of training certificate required under EPA regulations. The Department will not process an application that is incomplete or submitted without the proper fee.

(c) *Contractor certification.* Applications for certification of a contractor or firm shall be submitted in the same manner as provided by subsection (b), except that no EPA training certificate will be required.

(d) *Proof of certification.*

(1) A person engaged in a lead-based-paint occupation shall possess a Commonwealth-issued photo identification card or Commonwealth notification for a photo identification card. This documentation shall be available at each work site for inspection by the Department.

(2) A person whose photo identification card or Commonwealth notification for a photo identification card is lost or destroyed shall notify the Department in writing within 2 days, and shall maintain a copy of the written notification at the work site until the Department issues a new photo identification card or Commonwealth notification for a photo identification card.

(3) A contractor or firm shall have available on the work site a contractor certification issued by the Department.

(e) *Renewal.* Certification shall be renewed annually in the same manner as provided in subsections (a) and (b). Photo identification cards and contractor certifications will be issued annually.

(f) *Supervisors.* A certified supervisor may perform the tasks of a worker.

#### **Cross References**

This section cited in 34 Pa. Code § 203.7 (relating to reciprocity).

#### **§ 203.5. Denial, suspension or revocation of certification or accreditation.**

(a) *Grounds.*

(1) The Department may deny an application for certification or accreditation, and may suspend or revoke a certification or accreditation issued under the act and this chapter for one or more of the following reasons:

(i) Fraudulently or deceptively obtaining or attempting to obtain accreditation or certification.

(ii) Failure to meet the requirements of the act or this chapter.

(iii) Failure to meet applicable Federal or State standards relating to lead-based-paint activities.

(iv) Failure to pay a required fee.

(v) Failure to meet EPA standards for conducting lead-based-paint activities found at 40 CFR Part 745 (relating to lead-based poisoning prevention in certain residential structures).

(b) *Notice and hearing.*

(1) Actions of the Department related to denial, suspension or revocation will be subject to the right of notice, hearing and adjudication in accordance with 2 Pa.C.S. (relating to administrative law and procedure). Hearings will be conducted under 1 Pa. Code Part II (relating to the General Rules of Administrative Practice and Procedures).

(2) After hearing, the Department by written order may affirm, reverse, or modify the denial, suspension or revocation.

(c) *Administrative proceedings, civil actions and criminal proceedings.* Denial, suspension or revocation of certification or accreditation will not affect or mitigate an administrative proceeding, civil action or criminal proceeding permitted by the act or this chapter or by any other law or regulation.

#### **Cross References**

This section cited in 34 Pa. Code § 203.9 (relating to enforcement procedures and penalties).

#### **§ 203.6. Work practices.**

(a) Work practices shall conform to HUD and EPA guidelines, rules and regulations on lead-based-paint activities. If HUD and EPA standards conflict, EPA standards shall be followed.

(b) Additional recordkeeping requirements are as follows:

(1) The lead-based-paint contractor shall maintain a list of individuals engaged in lead-based-paint occupations or who enter the lead-based-paint abatement project area at each job site. The list shall include the following information:

- (i) Names.
- (ii) Certification identification number.
- (iii) Job classification or job title.
- (iv) Time in daily.
- (v) Time out daily.

(2) These records shall be available to the Department upon request.

#### **§ 203.7. Reciprocity.**

(a) *Certification of occupations and accreditation of other training programs.*

(1) The Department will enter into reciprocal agreements with other states and jurisdictions which have established accreditation and certification requirements substantially similar to those in the act and this chapter.

(2) The Department will designate, by notice in the *Pennsylvania Bulletin*, states and jurisdictions which have certification and accreditation programs for which the Department has granted reciprocity. Reciprocity for certification and accreditation will include certifications and course accreditations granted before November 8, 1997.

(b) *Procedure and fees.*

(1) A person applying for accreditation under this section shall comply with § 203.3(b) (relating to training course accreditation procedures) and pay the appropriate fee in § 203.8 (relating to fees).

(2) A person applying for certification under this section shall comply with § 203.4(b) (relating to certification procedures and requirements) and pay the appropriate fee in § 203.8.

#### **§ 203.8. Fees.**

(a) *General information.* This section sets out the Department's certification and accreditation fees. Fees shall be remitted by check or money order made payable to the Commonwealth of Pennsylvania. Fees are not refundable.

(b) *Certification fees.* Applicants for certification in lead occupations shall remit the following initial and annual renewal fees:

- (1) Lead-based-paint planner/project designer \$200
- (2) Lead-based-paint inspector/risk assessor \$200
- (3) Lead-based-paint supervisor \$75
- (4) Lead-based-paint worker \$50
- (5) Lead-based-paint contractor \$500

(c) *Training course accreditation fees.* Providers of training courses shall remit the following initial and annual renewal accreditation fees:

- (1) Application for each initial training course \$1,000
- (2) Renewal of accreditation for the initial training course \$500

(d) *Refresher training course accreditation fees.* Providers of refresher training courses shall remit the following initial accreditation and annual renewal fees:

- (1) Accreditation of each refresher lead-based-paint course \$500
- (2) Renewal of accreditation for refresher lead-based-paint course \$250

(e) *Maximum fee.* Within a calendar year, cumulative course accreditation fees may not exceed \$5,000 for an individual training provider.

(f) *Waiver of fees.* Accreditation fees may not be imposed on any State, local government or nonprofit training provider; nor will certification fees be imposed on any State, local government or nonprofit training provider, as long as employees actually perform the lead-based-paint activities.

#### **Cross References**

This section cited in 34 Pa. Code § 203.3 (relating to training course accreditation procedures); and 34 Pa. Code § 203.7 (relating to reciprocity).

#### **§ 203.9. Enforcement procedures and penalties.**

(a) *General rule.* A person may not cause, suffer, permit or allow a lead-based-paint activity to be performed in violation of the act or this chapter. A person may not cause, suffer, permit or allow the performance of an act or operation in violation of an order issued by the Department under the act or this chapter.

(b) *Violations.* The Department has the power to issue an order requiring compliance with the act or this chapter.

(1) An order shall be served, personally or by certified mail, upon the person being charged with the violation.

(2) In the case of a violation of lead-based-paint work practice standards, a copy of the order shall also be served, personally or by certified mail, upon the property owner and a copy shall be posted on the premises.

(c) *Hazardous conditions.* If the Department determines that a hazardous condition exists, the Department, may do one or more of the following:

(1) Issue an order to those engaged to cease immediately all lead-based-paint activities until the condition is corrected.

(2) Issue an order to remove any workers except those needed to abate the hazard from the project work area until the condition is corrected to prevent further project activity.

(3) Issue an order to evacuate appropriate portions of the site until the condition is corrected.

(4) Certify the existence of a lead-based-paint hazard that exists due to the failure of a contractor or employee to comply with the act, charge the added cost of corrective cleanup or removal to the contractor responsible for the hazardous condition which exists due to the noncompliance, and collect the cost by lien or other means as may be authorized by law.

(5) Apply to an appropriate court for relief by injunction or restraining order against any person responsible for the hazardous condition.

(d) *Penalties.* In addition to the sanctions or remedial orders provided in this section, a person who fails to comply with a requirement of the act, this chapter or who fails to obey an order issued by the Department, may be subject to one or more of the following penalties:

(1) Denial, suspension or revocation of accreditation or certification for a person, training provider or contractor as provided in § 203.5 (relating to denial, suspension or revocation of certification or accreditation).

(2) Administrative penalties of not more than \$1,000 for the first offense, not more than \$5,000 on the second offense and not more than \$10,000 for each subsequent offense. Each day a violation continues to exist shall constitute an additional, separate and distinct violation.

(i) If the violating person is a contractor, in determining the penalty, consideration shall be given to the appropriateness of the penalty to the size of the business of the person charged, taking into account the number of employees employed by that person, dollar volume of sales or business, amount of capital investment and financial resources and other information as may be available relative to the size of the business of the person.

(ii) In determining the penalty, consideration shall be given to appropriateness of the penalty to the gravity of the violation or violations, taking into account factors including history of prior violations; evidence of willfulness or failure to take reasonable precautions to prevent violations; and, the extent of exposure to hazardous conditions.

(e) *Finality of determination.* An administrative determination of a civil penalty for a violation of the act or this chapter shall become final 15-calendar days after receipt of the notice-of-penalty determination by certified mail by the person so charged, unless the person has filed, with the Department, an exception to the determination that the violation for which the penalty is imposed occurred.

### **§ 203.10. Contractor notification requirements.**

(a) *Notification.*

(1) Lead-based paint abatement contractors shall notify the Department before engaging in any lead-based paint abatement project in the manner prescribed by the Department.

(2) Notification shall be postmarked or hand delivered to the Department at least 5 business days prior to the project start date. The Department will accept notification by fax at least 5 business days prior to the project start date if followed by original written and signed notification.

(3) In the case of an emergency project, verbal notification shall be given immediately to the Department and written notification shall be provided to the Department within 1 business day of the emergency. Notification by fax in emergencies is acceptable if followed by original written and signed notification.

(b) *Changes to notification.*

(1) If there is a change in any of the information provided on the notification form, the contractor shall immediately notify the Department of the changes in the manner provided in subsection (a)(3), provided that:

(i) In the case of a postponement of the start date, the contractor provides the Department with immediate verbal notification and submits written confirmation of the postponement within 1 business day before the original start date.

(ii) In the case of an advancement of the start date, the contractor provides the Department with written notification of the advancement at least 5 business days prior to the new start date.

(iii) Notification by fax is acceptable if followed by the original written and signed notification.

(2) Notification to the Department does not relieve the lead-based-paint contractor of the responsibility for making written notification as may be required by a municipality, agency of the Commonwealth, or agency of the Federal government.

**Attachment 3**

GENERAL DECISION: PA20080025 07/18/2008 PA25

**Date:** July 18, 2008

General Decision Number: PA20080025 07/18/2008

Superseded General Decision Number: PA20070025

**State:** Pennsylvania

Construction Type: **Residential**

County: Philadelphia County in **Pennsylvania**.

**RESIDENTIAL CONSTRUCTION PROJECTS** (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication <b>Date</b>
0	02/08/2008
1	02/22/2008
2	03/21/2008
3	04/11/2008
4	05/02/2008
5	05/30/2008
6	06/20/2008
7	07/18/2008

BRPA0001-005 05/01/2008

	Rates	Fringes
BRICKLAYER	\$ 34.06	18.75

---

BRPA0035-001 05/01/2008

	Rates	Fringes
Pointer, caulker and cleaner	\$ 35.05	18.15

---

CARP1073-001 05/01/2007

	Rates	Fringes
CARPENTER	\$ 32.41	19.30

-----  
 \* CARP1823-005 05/01/2008

	Rates	Fringes
Soft Floor Layers	\$ 28.85	19.13

-----  
 ELEC0098-004 04/28/2008

	Rates	Fringes
ELECTRICIAN	\$ 45.62	21.89

-----  
 ELEV0005-001 01/01/2008

	Rates	Fringes
ELEVATOR MECHANIC	\$ 44.67	16.285+A&B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

-----  
 ENGI0542-019 05/01/2008

	Rates	Fringes
Power equipment operators: Backhoe, Bulldozer, Loader, Pan Scraper, and Roller	\$ 37.21	20.23+A
Grader	\$ 32.82	18.94+A

FOOTNOTE: A. PAID HOLIDAYS; New Year's Day, Memorial Day, Independence Day, Labor Day; Thanksgiving Day, and Christmas Day.

---

LABO0413-002 05/01/2008

	Rates	Fringes
Laborers:		
Asbestos Laborer	\$ 25.72	20.23
Unskilled	\$ 19.49	20.23

---

PAIN0021-002 05/01/2008

	Rates	Fringes	APPLICABLE
<b>PAINTER</b>			
<b>BRUSH &amp; ROLLER</b>	<b>\$ 32.20</b>	<b>18.15</b>	

---

PAIN0021-012 05/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER	\$ 32.70	19.99

---

PAIN1021-003 05/02/2007

	Rates	Fringes
GLAZIER	\$ 33.65	18.45

---

PLAS0008-002 05/01/2008

	Rates	Fringes
PLASTERER	\$ 32.90	20.60

---

PLAS0592-010 05/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.95	23.11

---

PLUM0420-002 05/01/2008

	Rates	Fringes
PIPEFITTER (INCL.HVAC PIPING) Chester, Bucks, Delaware, Montgomery and Philadelphia Counties	\$ 41.58	24.06

---

PLUM0690-002 05/01/2008

	Rates	Fringes
PLUMBER	\$ 40.98	23.46

---

ROOF0030-005 05/01/2008

	Rates	Fringes
Roofers:		
Shingle	\$ 22.75	12.27
Slate & Tile	\$ 25.75	12.27

---

SHEE0019-007 05/01/2008

	Rates	Fringes
Sheet metal worker	\$ 35.60	29.37

---

SUPA1999-007 08/05/1999

	Rates	Fringes
Landscape Laborer	\$ 12.20	4.67
SPRINKLER FITTER	\$ 24.09	7.37
TILE SETTER	\$ 18.41	4.10

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**Attachment 4**

**HAZARDOUS CONDITIONS REPORT**

DATE: \_\_\_\_\_

FAX TO:

FROM:

CONTRACTOR NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S TELEPHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

TYPE OF PROBLEM (please circle all that apply):

LOCKOUT

DEBRIS

OCCUPIED

HAZARDOUS CONDITION (please describe): \_\_\_\_\_

\_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_

**Attachment 5**

**LEAD BASED PAINT INSPECTION REQUEST**

FAX TO: City of Philadelphia, Department of Public Health, Maternal and Child Health, Childhood Lead Poisoning Prevention Program.

DATE REQUESTED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

Below is a list of HUD properties that need to have lead based paint inspection services performed. Please complete the scheduled inspection date and fax this page back to the above company.

PROPERTY ADDRESS	INSPECTION STAGE (Abatement Re-inspection or Painting Re-inspection)	SCHEDULED INSPECTION DATE	INSPECTOR'S NAME

**Attachment 6**

<p align="center"><b>BID BOND</b> <i>(See Instructions on Reverse)</i></p>	<p>1. DATE BOND EXECUTED <i>(MUST NOT BE LATER THAN BID OPENING DATE.)</i></p>
<p>2. PRINCIPAL <i>(LEGAL NAME AND BUSINESS ADDRESS)</i></p>	<p>3. TYPE OF ORGANIZATION <i>("X" ONE)</i>  <input type="checkbox"/> Individual                      <input type="checkbox"/> Partnership  <input type="checkbox"/> Joint Venture                      <input type="checkbox"/> Corporation</p>
<p>5. SURETY(IES) <i>(NAME AND BUSINESS ADDRESS)</i></p>	<p>4. STATE OF INCORPORATION</p>

a. Penal Sum of Bond					b. Bid Identification	
Percent of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction , Supplies or Services)	

**OBLIGATION:**  
 We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
 The principal has submitted the bid identified above.

**THEREFORE:**  
 The above obligation is void if the Principal - (a) Upon acceptance by

1. PRINCIPAL				
a. Signature(s)	(1)	(2)	(3)	
	(seal)	(seal)	(seal)	Corporate Seal
b. Name(s) & Titles <i>(Typed)</i>	(1)	(2)	(3)	

7. INDIVIDUAL SURETY(IES)		
a. Signature(s)	(1)	(2)
	(Seal)	(Seal)
b. Name(s) <i>(Typed)</i>	(1)	(2)

8. CORPORATE SURETY(IES)				
<b>A</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit \$
	d. Signatures	(1)	(2)	
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)	
			Corporate Seal	

**CORPORATE SURETY(IES) (Continued)**

<b>B</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
<b>C</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
<b>D</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
<b>E</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
<b>F</b> Surety	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		

**Instructions**

1. This form is authorized for use when a bid guaranty is required.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price, in these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals, individuals shall execute the bond opposite the word "Corporate Seal;" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



8. CORPORATE SURETY(IES) (Continued)

<b>S u r e t y  B</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S u r e t y  C</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S u r e t y  D</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S u r e t y  E</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S u r e t y  F</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S u r e t y  G</b>	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)(Typed)	(1)	(2)		

<b>Bond</b>	Rate per Thousand	Total
<b>Premium</b> ➤	\$	\$

**Instructions**

- This form is authorized for use when a bid guaranty is required.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price, in these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals, individuals shall execute the bond opposite the word "Corporate Seal;" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**Attachment 8**

<p><b>PAYMENT BOND</b> <i>(See Instructions on Reverse)</i></p>	<p>1. DATE BOND EXECUTED <i>(MUST NOT BE LATER THAN DATE OF CONTRACT.)</i></p>
<p>2. PRINCIPAL <i>(LEGAL NAME AND BUSINESS ADDRESS)</i></p>	<p>3. TYPE OF ORGANIZATION <i>("X" ONE)</i></p> <p> <input type="checkbox"/> Individual                      <input type="checkbox"/> Partnership  <input type="checkbox"/> Joint Venture                      <input type="checkbox"/> Corporation         </p>
<p>5. SURETY(IES) <i>(NAME AND BUSINESS ADDRESS)</i></p>	<p>4. STATE OF INCORPORATION</p>

a. Penal Sum of Bond					b. Bid Identification	
Percent of of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction , Supplies or Services)	

**OBLIGATION:**  
 We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
 The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**  
 The Principal and surety(ies) executed this bid bond and affixes their seals on the above date.

6. PRINCIPAL				
a. Signature(s)	(1)	(seal)	(2)	(seal)
b. Name(s) & Titles <i>(Typed)</i>	(1)		(2)	(seal)
				Corporate Seal

7. INDIVIDUAL SURETY(IES)		
a. Signature(s)	(1)	(2)
		(Seal)
b. Name(s) <i>(Typed)</i>	(1)	(2)

8. CORPORATE SURETY(IES)					
<b>S u r e t y A</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		

STANDARD FORM 25A

8. CORPORATE SURETY(IES) (Continued)

<b>S u r e t y B</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y C</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y D</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y E</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y F</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		

**Instructions**

1. This form, for the protection of persons supplying labor and material is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 USC 270a-270e).
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal;" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**Attachment 9**

(For Standard Forms 24, 25, and 25a)

2. PRINCIPAL (LEGAL NAME AND BUSINESS ADDRESS)	3. TYPE OF BOND <input type="checkbox"/> Bid <input type="checkbox"/> Performance <input type="checkbox"/> Payment
4. FURNISHED IN CONNECTION WITH <input type="checkbox"/> Bid <input type="checkbox"/> Contract Dated	

Surety H	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
Surety I	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
Surety J	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
Surety K	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		
Surety L	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s)	(1)	(2)		
	<i>(Typed)</i>				
Surety M	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		

## EXAMPLE PAINT EVALUATION REPORT

<u>Room Equivalent</u>	<u>Readings</u>
<b>Exterior Front</b>	
Step Treads, Risers, & Stringers	UP
Step Newel Posts, Balusters, & Handrails	1.8
Basement Window Sills, Casing Jambs/Tracks & Aprons	MBA
<b>BOARDED</b>	
Wall(s)	UP
Ceiling, Rafters, Fascias & Soffits Above 5'	MBA
Wall Trim at Roof Above 5'	MBA
<b>Front Porch</b>	
Columns & Bases, Handrails, Balusters, Railing Bases & Newell Posts	0.2
Floor, Skirt Boards & Drip Boards	0.6
Ceiling, Rafters, Soffits & Fascias Above 5'	MBA
Party Rails	-0.2
Drain Pipes	0.2
<b>Entrance</b>	
Door(s)	UP
Door Jambs, Casings & Stops	9.9
Door Threshold(s)	UP
Window Sills, Casings, Jambs/Tracks & Aprons	9.9
Window Sashes/Mullions	9.9
House Wall(s)	UP
Window Ledge/Header	9.3
<b>Vestibule</b>	
Door(s) To	UP
Door Jambs, Casings & Stops to	0.5
Baseboards	UP
Wall B	0.1
Wall D	0
<b>Living Room</b>	
Door Jambs, Casings & Stops	-0.5
Baseboards	0.2
Floor	UP
Radiators Covers	-0.1
Window Stools, Aprons, & Casings	1.9
Window Sashes/Mullions	0.2
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	9.9
Wall A	-0.2
Wall B	-0.1
Wall C	0.4
Wall D	0.1
Closet Door(s)	0.2
Closet Door Jambs, Casings & Stops	0.3
Closet Baseboards	UP
Closet Wall	0.4
<b>Dining Room</b>	
Doors	-0.1
Door Jambs, Casings & Stops	-0.1

Baseboards	-0.1
Floor	-0.2
Radiators Covers	0.3
Window Stools, Aprons, Casings	-0.3
Window Sashes/Mullions	-0.2
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	MBA
<b>NAILED</b>	
Wall A	-0.1
Wall B	0.2
Wall C	0
Wall D	-0.2
<b>Breakfast Room</b>	
Doors	-0.1
Door Jambs, Casings & Stops	-0.2
Baseboards	0.4
Floor	UP
Radiators Covers	-0.1
Window Stools, Aprons, Casings	0.2
Window Sashes/Mullions	-0.2
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	MBA
<b>NAILED</b>	
Wall A	-0.1
Wall B	0
Wall C	-0.3
Wall D	-0.5
Arch to Kitchen	-0.3
Closet Door(s)	0.2
Closet Door Jambs, Casings & Stops	0.1
Closet Shelves/Wood	0
Wall Trim	0.1
Closet Wall	0.1
<b>Kitchen</b>	
Doors	0.1
Door Jambs, Casings & Stops	0.2
Radiators Covers Heat Vents	-0.3
Window Stools, Aprons, Casings	UP
Window Sashes/Mullions	UP
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	MBA
<b>NAILED</b>	
Wall A	-0.4
Wall B	-0.4
Wall C	-0.2
Wall D	-0.5
<b>Exterior Rear</b>	
Can't Access	MBA
<b>Basement</b>	
Door(s) to	-0.1
Door Jambs, Casings & Stops	4.4
Step Treads, Risers & Stringers	UP
Handrail, Balusters & Newell Posts	UP
Upper Stringers (Skirts)	0.1
Floor	UP
Window Stools, Aprons Casings, Jambs/Tracks & Stops	0.1
Wall A	0.5

Wall B	0.8
Wall C	0.9
Wall D	0.4
Ceiling Above 5'	MBA
Pipes/Pipe Enclosures Above 5'	MBA
Closet Doors	2.4
Closet Door Jambs, Casings & Stops	4.2
Stair Walls	4.1
Wall Stud	0.1
Door to Rear Yard	UP
Doorframe to Rear Yard	UP
Support Beam	0.9
Silver Electric Box	-0.2
Wall Stud (green)	0.3
<b>Stair to 2<sup>nd</sup> Floor</b>	
Step Treads, Risers & Closed Stringers	0.3
Handrails, Balusters, Bases & Newel Posts	0.2
Handrail Bases/Stringers (skirts)	0.3
Wall(s)	0.3
<b>2<sup>nd</sup> Floor Hallway</b>	
Handrails, Balusters, Bases, Newel Posts & Stringers (skirt)	0.1
Baseboards	0.6
Floor	0
Wall B	0
Wall D	0.3
Pipe Enclosures	0.3
Closet Door(s)	UP
Closet Door Jambs, Casings & Stops	0.3
Closet Shelves/Wood	UP
Closet Baseboards	UP
Closet Wall	0.1
<b>Bathroom</b>	
Door(s)	UP
Door Jambs, Casings & Stops	6.9
Radiators	0.7
Window Stools, Aprons & Casings	9.9
Window Sashes/Mullions	8
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	9.9
Wall A	-0.1
Wall B	0.1
Wall C	0.1
Wall D	0.2
Cabinets	-0.1
<b>Front Bedroom</b>	
Doors	UP
Door Jambs, Casings & Stops	-0.1
Baseboards	0.4
Floor	UP
Radiators	0.6
Window Stools, Aprons, Casings	1.8
Window Sashes/Mullions	0.6
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	9.9

Wall A	-0.4
Wall B	0.4
Wall C	-0.1
Wall D	-0.1
Door to Front Middle Room	UP
Doorframe to Front Middle Room	-0.2
<b>Front-Middle Room</b>	
Doors	UP
Door Jambs, Casings & Stops	9.9
Baseboards	9.9
Floor	UP
Radiators Covers	3.2
Window Stools, Aprons, Casings	9.9
Window Sashes/Mullions	6.7
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	MBA
NAILED	
Wall A	-0.1
Wall B	-0.1
Wall C	0.3
Wall D	0.1
Ceiling Above 5'	MBA
Closet Door(s)	UP
Closet Door Jambs, Casings & Stops	9.9
Closet Shelves/Wood	9.9
Closet Baseboards	9.9
Closet Wall	0
Door to Front Bedroom	UP
Doorframe to Front Bedroom	-0.2
<b>Rear-Middle Bedroom</b>	
Doors	UP
Door Jambs, Casings & Stops	8.9
Baseboards	9.9
Floor	UP
Radiators	-0.1
Window Stools, Aprons, Casings	9.9
Window Sashes/Mullions	8.6
Window Ext. Sills, Jambs/Tracks, Stops & Troughs	MBA
NAILED	
Wall A	-0.3
Wall B	-0.3
Wall C	-0.7
Wall D	0
Ceiling Above 5'	MBA
Closet Door(s)	UP
Closet Door Jambs, Casings & Stops	6.8
Closet Shelves/Wood	9.9
Closet Baseboards	9.9
Closet Wall	-0.2
Door to Rear Bedroom	UP
Doorframe to Read Bedroom	9.9
<b>Rear Bedroom</b>	
Doors	UP
Door Jambs, Casings & Stops	5.4
Baseboards	9.9

Floor	-0.3
Radiators	1.3
Window Stools, Aprons, Casings	9.9
Window Sashes/Mullions	-0.1
Window Ext. Sills, Jambs/Tracks, Stops & Troughs NAILED	MBA
Wall A	-0.1
Wall B	0.1
Wall C	-0.6
Wall D	0.1
Closet Door(s) x2	UP
Closet Door Jambs, Casings & Stops	4.9
Closet Shelves/Wood	9.9
Closet Baseboards	9.9
Closet Wall	-0.6
Door to Rear Middle Bedroom	UP
Doorframe to Rear Middle Bedroom	9.9
<b>MBA = Must Be Abated</b> <b>UP = Unpainted</b> <b>Positive Readings <math>\geq 0.7 \text{ mg/cm}^2</math></b>	

**ATTACHMENT 11:**

**Sample Contractor-Provided Letter Requesting Past Performance Evaluation**

Date

Mr. Joe Sample  
Sample, Inc.  
100 Sample Street  
Sample, PA 00000

SUBJECT: Past Performance of OfferorCorp on Contract No. 123-4567, Type of Services Provided

Dear Mr. Sample:

OfferorCorp recently completed contract 123-4567, in which we provided Type of Services Provided services for your company. The requirements of this contract were similar to the requirements of a solicitation for which OfferorCorp has submitted a proposal.

As part of the proposal evaluation, I ask that you evaluate our performance of contract 123-4567 by completing the attached evaluation form and faxing or emailing it within five days of receipt to the Department of Housing and Urban Development, Attn: Donna Crowley, at (215) 656-3453 or donna.crowley@hud.gov. The completed form will be marked and treated as "Source Selection Information" in accordance with Federal Acquisition Regulation 3.104, Procurement Integrity, and it will not be released except to Government personnel needing the information for source selection purposes and to OfferorCorp for comments during source selection.

Your cooperation in this matter is greatly appreciated.

Sincerely,

Sally Offeror  
Vice President  
OfferorCorp

PAST PERFORMANCE EVALUATION SURVEY - R-PHI-01004											
<p><b>PLEASE FAX OR EMAIL WITHIN 5 DAYS OF RECEIPT TO: US DEPT OF HUD</b></p> <p><b>ATTN: Donna Crowley</b></p> <p><b>FAX: (215) 656-3453 Email: donna.crowley@hud.gov</b></p>	<p>FROM:</p> <p><b>(Offeror shall insert name, title, and address of reference)</b></p>	<p>DATE SURVEY COMPLETED:</p>									
<p>1. NAME AND ADDRESS OF OFFEROR (TO BE COMPLETED BY OFFEROR):</p>											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">2. CONTRACT NUMBER OR IDENTIFIER</td> <td style="width: 33%; border-bottom: 1px solid black;">TYPE OF CONTRACT*</td> <td style="width: 34%; border-bottom: 1px solid black;">AWARD DATE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">COMPLETION DATE</td> <td style="border-bottom: 1px solid black;">VALUE</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="3" style="padding: 5px;"> <p>*INCLUDE ALL THAT APPLY: FIRM-FIXED PRICE (FFP); FIXED-PRICE, ECONOMIC PRICE ADJUSTMENT (FP-EPA); COST-PLUS-FIXED-FEE (CPFF), COMPLETION OR TERM; COST-PLUS-INCENTIVE-FEE (CPIF); COST-PLUS-AWARD -FEE (CPAF) ; COST; COST-SHARING; INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ); BASIC ORDERING AGREEMENT (BOA); FEDERAL SUPPLY SCHEDULE; REQUIREMENTS; LABOR HOUR; TIME AND MATERIALS (T&amp;M); OTHER</p> </td> </tr> </table>			2. CONTRACT NUMBER OR IDENTIFIER	TYPE OF CONTRACT*	AWARD DATE	COMPLETION DATE	VALUE		<p>*INCLUDE ALL THAT APPLY: FIRM-FIXED PRICE (FFP); FIXED-PRICE, ECONOMIC PRICE ADJUSTMENT (FP-EPA); COST-PLUS-FIXED-FEE (CPFF), COMPLETION OR TERM; COST-PLUS-INCENTIVE-FEE (CPIF); COST-PLUS-AWARD -FEE (CPAF) ; COST; COST-SHARING; INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ); BASIC ORDERING AGREEMENT (BOA); FEDERAL SUPPLY SCHEDULE; REQUIREMENTS; LABOR HOUR; TIME AND MATERIALS (T&amp;M); OTHER</p>		
2. CONTRACT NUMBER OR IDENTIFIER	TYPE OF CONTRACT*	AWARD DATE									
COMPLETION DATE	VALUE										
<p>*INCLUDE ALL THAT APPLY: FIRM-FIXED PRICE (FFP); FIXED-PRICE, ECONOMIC PRICE ADJUSTMENT (FP-EPA); COST-PLUS-FIXED-FEE (CPFF), COMPLETION OR TERM; COST-PLUS-INCENTIVE-FEE (CPIF); COST-PLUS-AWARD -FEE (CPAF) ; COST; COST-SHARING; INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ); BASIC ORDERING AGREEMENT (BOA); FEDERAL SUPPLY SCHEDULE; REQUIREMENTS; LABOR HOUR; TIME AND MATERIALS (T&amp;M); OTHER</p>											
<p>3. DESCRIPTION(S) OF PRODUCTS OR SERVICES PROVIDED:</p>											
<p>4. USING THE ATTACHED PERFORMANCE RATING GUIDELINES CHART, PLEASE RATE THE COMPANY LISTED IN 1 ABOVE ON THE CONTRACTS/PROJECTS LISTED IN 2 ABOVE. PROVIDE COMMENTS FOR RATINGS OF EXCELLENT, POOR, OR UNSATISFACTORY</p>											
<p>4a. QUALITY OF PRODUCTS AND SERVICES</p> <p style="text-align: center;">EXCELLENT    GOOD    FAIR    POOR    UNSATISFACTORY</p> <p>Comments:</p>											
<p>4b. TIMELINESS OF PERFORMANCE:</p> <p style="text-align: center;">EXCELLENT    GOOD    FAIR    POOR    UNSATISFACTORY</p> <p>Comments:</p>											
<p>4c. COST CONTROL</p> <p style="text-align: center;">EXCELLENT    GOOD    FAIR    POOR    UNSATISFACTORY</p> <p>Comments:</p>											
<p>4d. BUSINESS RELATIONS:</p> <p style="text-align: center;">EXCELLENT    GOOD    FAIR    POOR    UNSATISFACTORY</p> <p>Comments:</p>											
<p>5. WAS/IS THE FIRM COMMITTED TO CUSTOMER SATISFACTION?</p> <p style="text-align: center;">YES                  NO</p> <p>Comments:</p>											
<p>6. WOULD YOU SELECT THIS FIRM AGAIN AND WHY? PLEASE INCLUDE COMMENTS REGARDING ANY SPECIFIC KEY PERSONNEL ON YOUR CONTRACT(S) THAT ARE RELEVANT. ATTACH ADDITIONAL SHEET IF NECESSARY.</p>											
<p>7a. PRINTED/TYPED NAME AND SIGNATURE OF PREPARER OF SURVEY RESPONSE:</p>	<p>7b. TELEPHONE NUMBER:</p>										

PERFORMANCE RATING GUIDELINES

IF A FACTOR IS NOT APPLICABLE (FOR EXAMPLE, COST CONTROL ON A FIXED-PRICE CONTRACT), THEN MARK THAT FACTOR AS N/A IN THE COMMENTS ON THE RATING SHEET.

<p>MEASUREMENT CATEGORIES AND APPROPRIATE CRITERIA</p>	<p>QUALITY OF PRODUCTS AND SERVICES -Compliance with contract requirements -Accurate reporting -Use of appropriate personnel -Technical excellence</p>	<p>TIMELINESS OF PERFORMANCE -Performance milestones &amp; delivery schedules reliably met -Responsive to technical direction -Timely completion, including wrap-up &amp; contract admin. -No liquidated damages</p>	<p>COST CONTROL -Performance within budget/targeted costs -Current, accurate and complete billings -Actual costs in line with negotiated costs -Cost efficient -No change orders due to poor cost control</p>	<p>BUSINESS RELATIONS -Effective management -Businesslike communications -Prompt notification of problems -Reasonable, cooperative, flexible, proactive -Effective small/small disadvantaged business subcontracting</p>
<p>EXCELLENT</p>	<p>There were no quality problems.</p>	<p>There were no delays.</p>	<p>There were no cost issues</p>	<p>Responses to inquiries and technical/service issues were consistently effective and responsive.</p>
<p>GOOD</p>	<p>Nonconformances had no effect on achievement of contract requirements.</p>	<p>Delays had no effect on achievement of contract requirements.</p>	<p>Cost issues had no effect on achievement of contract requirements.</p>	<p>Responses to inquiries and technical/service issues was usually effective and responsive.</p>
<p>FAIR</p>	<p>Nonconformances required minor resources to ensure achievement of contract requirements.</p>	<p>Delays required minor resources to ensure achievement of contract requirements.</p>	<p>Cost issues required minor resources to ensure achievement of contract requirements.</p>	<p>Responses to inquiries and technical/service issues were occasionally effective and responsive.</p>
<p>POOR</p>	<p>Nonconformances required significant resources to ensure achievement of contract requirements.</p>	<p>Delays required significant resources to ensure achievement of contract requirements.</p>	<p>Cost issues required significant resources to ensure achievement of contract requirements.</p>	<p>Responses to inquiries and technical/service issues were marginally effective and responsive.</p>
<p>UNSATISFACTORY</p>	<p>Nonconformances compromised achievement of contract requirements.</p>	<p>Delays compromised compliance with contract requirements.</p>	<p>Cost issues compromised achievement of contract performance requirements.</p>	<p>Responses to inquiries and technical/service issues were consistently ineffective and unresponsive.</p>

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910
- (2) The small business size standard is 4.2 million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (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 certifications 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.

**K.2 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (JUN 2008)**

(a) Definitions. As used in this provision-- Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment,

facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Person" means--

- (1) A Natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**K.3 AS 1910 SIGNATURE BLOCK (NOV 1997)**

By signing below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 12. U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801-3812) set forth penalties for making false statements in bids/proposals.

---

Signature

---

Typed Name

---

Title

---

Date

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.236-27	SITE VISIT (CONSTRUCTION)	FEB 1995
2452.209-70	POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	
2452.219-70	SMALL BUSINESS SUBCONTRACTING PLAN COMPLIANCE	FEB 2006
2452.233-70	REVIEW OF CONTRACTING OFFICER PROTEST DECISION	OCT 1999

### L.2 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Labor hour with Fixed Price task order contract resulting from this solicitation.

### **L.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

### **L.5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

(a) 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 number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

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

(1) An offeror may obtain a DUNS number—

(i) 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).

### **L.6 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be

served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

U.S. Department of Housing & Urban Development  
Contracting Operations Branch  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3380

Mailing Address:

U.S. Department of Housing & Urban Development  
Contracting Operations Branch  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3380

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

2452.209-70            POTENTIAL ORGANIZATIONAL CONFLICTS OF    FEB 2000  
INTEREST

**L.8 HUDAR 2452.215-70 PROPOSAL CONTENT**

(a) Proposals shall be submitted in two parts as described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. Offerors must clearly mark the outside of all packaging envelopes, express mail packaging, etc., containing the proposal with the following information:

1. Offeror's name and mailing address
2. The solicitation number
3. Attention: Donna Crowley, Contracting Division, 10th floor.

(b) Proposals shall be submitted in four (4) copies of Part I and 1 copy of Part II.

(c) Part I - Technical and Management Information. This must consist of three separate and independent sections, corresponding to the three evaluation factors for award. **Offerors must respond**

**to each factor separately and not rely on information in one factor to be part of the response for another factor.** For example, only information submitted as part of the first section will be considered in the evaluation for Factor 1 (Prior Experience), and so on. Failure to submit the technical proposal in this fashion may result in the proposal receiving a lower technical evaluation.

(d) Part II - Business Proposal.

- (1) The offeror must provide three (3) fully completed copies, with original signature, of SF-33.
- (2) The offeror must provide one (1) fully completed copy of the Compensation Schedule and Labor Category table (Section B).
- (3) The offeror must provide one (1) fully completed copy of the Key Personnel Clause (Section I).
- (4) The offeror must complete all Representations and Certifications on the BPN website (Section K).
- (5) The offeror must provide one signed copy of each amendment, if issued, if offeror chooses not to acknowledge these on the SF-33.
- (6) Evidence of the ability to obtain insurance as described in Section H-1.
- (7) Bid Guarantee (see Section H).
- (8) A list of all employees that will be directly involved in abatement activities, and the appropriate labor category and rate for each.

## **L.9 AS 2102, LIMITATION OF SIZE OF TECHNICAL PROPOSAL**

(a) Offerors shall limit Part I, Technical Proposal, of their initial offers to fifty (50) pages, except for the information specifically exempted in paragraph (c). Offerors are cautioned that if Part I of their offers exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.

(b) A page is considered to be one side of a single sheet of 8½" x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the page of no less than one inch in width.

(c) The following information is exempt from the limitation set forth in paragraph(a)— resumes and copies of certifications.

(d) Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

## **L.10 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES**

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror may obtain the form from HUD's internet homepage at:

<http://www.hud.gov/offices/adm/hudclips/forms/index.cfm>

## L.11 RESPONSIBILITY DETERMINATION

Contracts will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Contracting Officer, meet the following standards as they relate to this Request for Proposal:

1. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
2. Have the necessary experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain them (including probable subcontractor arrangements);
3. Be able to comply with the proposed or required time of delivery and the performance schedule;
4. Have a satisfactory record of performance;
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

### M.2 AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE

For the purposes of evaluation of offers and the selection of the contractor, or contractors, under this solicitation, the combined relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered significantly more important than the cost or price. The level of importance for each of the evaluation factors as described in Section M shall be as follows: Factor 1 is the most important factor, followed in importance by factor 2 and then factor 3. Subfactors A and B under Factor 3 shall be of equal importance. While the proposed cost or price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

### M.3 TECHNICAL EVALUATION FACTORS

**Factor 1 - Prior Experience.** The offeror shall provide evidence of the offeror's (i.e., firm's or organization's), principal offerors', key personnel's, predecessor companies', and/or affiliates of the offeror's prior and current experience in performing lead based paint abatement in a magnitude commensurate with the number of properties per year expected to be performed under this contract. The proposal must demonstrate the offeror's familiarity with the methods and procedures listed in Section C. The offeror must also demonstrate knowledge of local and regional conditions and regulations that would be relevant to the contract requirements.

**Factor 2 - Past Performance.** The offeror shall provide evidence of the offeror's past performance in accomplishing work - including meeting delivery dates and schedules - the same as, or substantially similar to,

that required by the solicitation. The offeror's past performance record shall demonstrate the knowledge of lead based paint abatement practices and procedures and the capability to perform lead based paint abatement. The offeror must identify the five (5) most recent contracts, either on-going or completed not more than 3 years ago that demonstrate performance relevant to the solicitation requirements. If the offeror has multiple segments (such as divisions, groups, units), the offeror must provide the most recent contracts performed by the segment that will perform the proposed contract. Contracts for State and local governments, private sector clients, and subcontracts that are similar to the solicitation requirements will be evaluated equally with similar Federal contracts. The offeror may submit information on key personnel, major subcontractors, similar work performed as part of a team or joint venture, or similar work performed as part of a predecessor organization. The offeror is encouraged to discuss any negative performance issues that occurred during performance of the identified contracts and any corrective actions taken.

For each identified Federal contract, the offeror must specify the predominant product or service provided under the contract, the contract value, the contract award date, the contract completion date, and the name, title, address, telephone number, fax number, and e-mail address (if available) of a person familiar with the offeror's performance. For each identified non-Federal contract, the offeror must identify the predominant product or service provided under the contract, the contract value, and the names, titles, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the offeror's performance. For private sector clients where there is no contractual relationship, the offeror must describe the on-going relationship with the private sector client(s) including the number of years dealing with the client, the monthly average number of cases referred by the client, a description of the services provided to the client, and the name, title, address, telephone number, fax number and e-mail address (if available) for the person most familiar with the offeror's performance in providing similar services to the private sector client.

The offeror must prepare and sign a letter to each of these references using the format identified in Section J, Attachment 1, in this solicitation, prepare a "Past Performance Evaluation Survey form (see Section J, Attachment 1 to this solicitation) for each reference to complete (the offeror is to complete the "From" block and blocks 1, 2, and 3 of each evaluation survey form), and attach the evaluation survey form to the letter. The offeror is to provide all the letters and evaluation survey forms with its proposal. The information provided on the references, the letters, or the evaluation survey forms will not be considered "pages" for the page limitation that is placed on the proposal.

When evaluating the offeror's past performance, the Contracting Officer is not required to contact all sources named by the offeror and is not restricted to information obtained from the references but also may use information obtained from other sources. If the Contracting Officer obtains a "poor" or "unsatisfactory" rating from a reference, or negative past performance information from any other source on which the offeror has not had a previous opportunity to comment, the offeror will be afforded the opportunity to comment on the negative information. If the offeror is a new entity and none of its principals have ever performed work for others that is similar to the requirements in this solicitation, the offeror will not be evaluated favorably or unfavorably on the factor of past contract performance.

**Factor 3 - Management and Technical Capability.** The proposal shall demonstrate the ability of the offeror to hire personnel and subcontractors to perform lead based paint abatement in accordance with the Statement of Work for the number of properties per year to be performed under this contract. The offeror must include proof of a certification from the State of Pennsylvania for themselves and all employees and subcontractors proposed to work on this contract.

**Subfactor A** - The offeror shall include a clear plan for general oversight of the contract and quality control (QC). An acceptable oversight and QC plan will, at a minimum, identify the methods/processes the offeror will use to oversee contract performance to clearly ensure quality and timely performance and to prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention

**Subfactor B** - The offeror shall include a detailed narrative that will clearly reflect the offeror's strategy for timely completion of work assignments, how the work deadlines will be met, and how the geographic area will be serviced. The offeror's strategy will also, at a minimum, reflect how the contract will perform HUD work in competition with any other work the offeror performs, show how many staff will work on the HUD contract, and establish how the estimated contract quantities will be performed.

#### **M.4 COST/PRICE EVALUATION**

The Offerors' proposed total bid price, along with all information included in Section B, will be evaluated for reasonableness. The Offerors cost evaluation will be traded off against the Offerors' technical portion of the proposal to determine the overall best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating.

For the purposes of evaluation of offers and the selection of the contractor or contractors under this solicitation, the relative merit of each technical evaluation factor as described in Section M-2 shall be as follows: Factor 1 is the most important factor, followed in importance by factor 2 and then factor 3. Subfactors A and B under factor 3 shall be of equal importance.