

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE	PAGE	OF	PAGES
		1		21

1. REQUEST NO. DU204SB-12-Q-0029	2. DATE ISSUED 09/12/2012	3. REQUISITION/PURCHASE REQUEST NO. See Schedule	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
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5a. ISSUED BY US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 40 MARIETTA STREET 14TH FLOOR ATLANTA GA 30303-2806	6. DELIVERY BY (Date) Multiple
	7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
	9. DESTINATION
	a. NAME OF CONSIGNEE HOUSING MF HSG DIV BUFFALO NY

5b. FOR INFORMATION CALL: (No collect calls)		b. STREET ADDRESS
NAME MONIQUE WILLIAMS	TELEPHONE NUMBER AREA CODE NUMBER 678 732-2579	LAFAYETTE COURT 2ND FLOOR 465 MAIN STREET

8. TO:		c. CITY
a. NAME	b. COMPANY	BUFFALO

c. STREET ADDRESS		d. STATE	e. ZIP CODE
		NY	14203-1780

d. CITY	e. STATE	f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/21/2012 1400 ET	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	CONSTRUCTION INSPECTIONS - HUD BUFFALO OFFICE (Refer to the RFQ for further information and instructions)				

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

NOTE. Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY			e. STATE		f. ZIP CODE
			c. TITLE (Type or print)		NUMBER



U.S. Department of Housing and Urban Development
OFFICE OF THE CHIEF PROCUREMENT OFFICER
Southern Field Contracting Operations
40 Marietta Street, 14th floor
Atlanta, GA 30303

September 12, 2012

Dear Potential Quoter:

Subject: Request for Quotes- DU204SB-12-Q-0029
Construction Inspections - HUD Buffalo Office

The U.S. Department of Housing and Urban Development (HUD) is issuing a Request for Quote (RFQ) for Construction Inspection services for new and substantial rehabilitation projects in the **Buffalo Area which includes the following EAST counties** (Jefferson, Lewis, Hamilton, Herkimer, Oneida, Oswego, Onondaga, Madison, Cayuga, Cortland, Otsego, Tompkins, Chenango, Tioga, Broome, Delaware, St. Lawrence, Franklin, Clinton, Essex, Warren, Washington, Saratoga, Fulton, Montgomery, Rensselaer, Schoharie, Albany, Greene, Columbia, Schenectady) and **WEST counties** (Niagara, Orleans, Erie, Genesee, Wyoming, Chautauqua, Cattaraugus, Allegany, Monroe, Wayne, Livingston, Ontario, Seneca, Yates, Steuben, Schuyler, Chemung.

This is 100% TOTAL SMALL BUSINESS set aside. **The NAICS code is 541310 with a size standard of \$4.5 million.** This solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05-60. **It is the responsibility of the contractor to be familiar with the applicable clauses and provisions.** The clauses may be accessed in full text at www.acquisition.gov

PROPOSAL DUE DATE: Mail ORIGINAL and TWO COPIES I to: Department of HUD, ATTN: Monique Williams, Contract Specialist, 40 Marietta Street, 14th fl, Atlanta, GA 30303. **Please indicate the solicitation number (DU204SB-12-Q-0029) on the outside of your package and also put MAILROOM: DO NOT OPEN.** Any incomplete responses or responses received after the closing will not be accepted. **Faxed or email proposal package will not be accepted.** The coversheet to the proposal shall have the offeror's information. The technical proposal shall only have the solicitation number. Quoted pricing shall be valid for 60 calendar days. Closing date for receipt of quotes is **SEPTEMBER 21, 2012 at 2:00PM Eastern Standard Time.**

Create strong, sustainable, inclusive communities and quality, affordable homes for all.

QUESTIONS: Questions pertaining to the solicitation may be submitted via email to Monique.Williams@hud.gov. Please include the solicitation number on all correspondences. Phone calls will not be accepted. All questions must be in writing and must be received by **SEPTEMBER 14, 2012**.

Sincerely,



Monique Williams
Contract Specialist

REQUEST FOR QUOTES INSTRUCTIONS AND INFORMATION
DU204SB-12-Q-0029

PRICE SCHEDULE: See below

CLIN 0001 – CONSTRUCTION INSPECTIONS IN BUFFALO

The offeror must submit a price for all counties in order to be considered for an award.
PERFORMANCE IS IN ACCORDANCE WITH STATEMENT OF WORK. PRICE INCLUDES ALL TRAVEL AND RELATED EXPENSES.

0001AA

Jefferson, Lewis, Hamilton, Herkimer, Oneida, Oswego, Onondaga, Madison, Cayuga, Cortland, Otsego, Thompsons, Chenango, Tioga, Broome, Delaware, St. Lawrence, Franklin, Clinton, Essex, Warren, Washington, Saratoga, Fulton, Montgomery, Rensselaer, Schoharie, Albany, Greene, Columbia, Schenectady, Niagara, Orleans, Erie, Genesee, Wyoming, Chautauqua, Cattaraugus, Allegany, Monroe, Wayne, Livingston, Ontario, Seneca, Yates, Steuben, Schuyler, Chemung.

<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
75	EA	\$ _____	\$ _____

TOTAL: \$ _____

CLIN 1001- OPTION YEAR 1

1001AA

Jefferson, Lewis, Hamilton, Herkimer, Oneida, Oswego, Onondaga, Madison, Cayuga, Cortland, Otsego, Thompsons, Chenango, Tioga, Broome, Delaware, St. Lawrence, Franklin, Clinton, Essex, Warren, Washington, Saratoga, Fulton, Montgomery, Rensselaer, Schoharie, Albany, Greene, Columbia, Schenectady, Niagara, Orleans, Erie, Genesee, Wyoming, Chautauqua, Cattaraugus, Allegany, Monroe, Wayne, Livingston, Ontario, Seneca, Yates, Steuben, Schuyler, Chemung.

<u>ESTIMATED QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
75	EA	\$ _____	\$ _____

TOTAL: \$ _____

TOTAL CONTRACT AMOUNT (BASE + OPTION): \$ _____

CONTRACTOR SHALL PROVIDE THE FOLLOWING:

- A. Each CLIN shall be priced separately. Offeror shall also provide a TOTAL lump sum price for CLIN 0001 and CLIN 1001.
- B. Copy of the Online Representations and Certifications.
- C. A letter with company letterhead and signature block, signature and date of authorized company representative to include title and a complete copy of this solicitation with offeror's proposed prices.
- D. All information required for evaluation factors 1, 2, 3 and 4.

CONTRACTOR SHALL PROVIDE THE FOLLOWING:

- A. Each CLIN shall be priced separately. Offeror shall also provide a TOTAL contract value for CLIN 0001AA and CLIN 1001AA.
- B. Copy of the Online Representations and Certifications.
- C. A letter with company letterhead and signature block, signature and date of the authorized company representative to include title and a complete copy of this solicitation with offerors proposed prices.
- D. All information required for evaluation factors 1, 2, 3 and 4.

CONSTRUCTION INSPECTION SERVICES

STATEMENT OF WORK

DEFINITIONS

- A. Construction Inspection Services means monitoring the construction and contract administration, and performing related functions for the purpose of protecting HUD's project interests. Major functions include : review and report to the GTM on the completeness of the assignment documents for the purpose of project inspection; participate in periodic job meetings; make periodic observations at the site of the multifamily housing project and report on-site and corollary off-set construction and contract administration; request Field Office specialized engineering assistance, where required due to unique or complex systems; advise the GTM on the need/general acceptability of proposed change orders; and monitor the contractor's record set of drawings and specifications; certify on the periodic pay request to the reasonableness of the amount requested by the contractor and recommended by the supervisory architect for the progress payment; observe the work, and complete and sign the inspectors portion of the Permission to Occupy relating to the acceptability of the work, including any list of incomplete items, for facilities tendered for occupancy; report, where applicable, the list of items for delayed completing at substantial completion of the Work, the estimated cost for completing each item and the recommended completion date for each item; certify to the acceptability of the work, connection of the utilities and property ingress at substantial completion of the Work; meet a the Field Office with HUD staff and/or parties involved in the project, where necessary, to resolve project issues; attend periodic training sessions conducted at the Field Office by HUD staff; and assist any HUD official conducting an on-site review of the project construction and contract administration for the purpose of assessing performance under this order or other areas of concern. Perform 9 month and 12 month guaranty inspections to include follow-up inspections for escrow items.
- B. HUD Inspection Procedures are as provided in paragraphs 3-1 through 3-17 inclusively of Chapter 3, Architectural Inspection, HUD Handbook 4460.1 REV 1 Architectural Analysis and Inspections for Project Mortgage Insurance. Required reporting forms are to be completed as provided for each HUD Handbook 4480.1, Multifamily Underwriting Reports & Forms Catalog, or as provided in the instructions included on the form.
- C. Initial Start of Construction is the date when the construction contract work commences, including demolition for substantial rehabilitation project and site clearance or other preliminary site work for proposed construction.
- D. Substantial Completion of the work is when all the construction contract work has been completed, except work the beyond the contractor's control to complete which is accepted as items of delayed completion; and formalized as the date the contractor (inspector) signs the Final HUD Representative's Trip Report provided that the trip report is subsequently endorsed by the HUD Field Office.

E. Serious Construction Problems that might lead to default must be identified in the HUD Representatives Trip Report, and include:

- Work stoppage,
- Contractor abandons job,
- A change in the Contractor, Owner or Architect during construction,
- Construction defects untreated for 30 days,
- Contractor can't or won't correct any construction defect or latent defect,
- Extended periods of bad weather, strikes, etc.,
- Controlling jurisdiction issues a stop order,
- Slow start or progress of off-site work that would impair project occupancy.
- Other conditions of such nature or magnitude as to potentially cause a default, and warranting immediate attention by HUD personnel.

II. BACKGROUND STATEMENT. The U.S. Department of Housing and Urban Development (HUD) requires on-site construction inspection services for selected projects. The HUD Field Office may at its discretion assign a project for contract inspection.

III. SPECIFIC TASKS. The contractor under this Order must furnish its own materials, equipment, services, and facilities; provide its own transportation; and otherwise do all things necessary for or incident to the following tasks, except that the construction contractor must provide enclosed space at the job-site of such size, accommodations and furnishing as HUD may require for the discharge of the inspection function. The contractor under this order has the right of entry and free access to the project and to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project at all (normal working hour) times during the construction.

A. Assignment. Contact the GTM and other HUD staff designated by the GTM within one week of the award of this order. The GTM will orally brief the contractor and answer contractor's questions to assist the contractor to fully understand the requirements of this order. The GTM will provide the contractor with the assignment document, and a copy of each reference handbook

B. Assignment Documents. Review the assignment documents, and report any observed noncompliance between the assignment documents and site conditions and/or HUD requirements consistent with Handbook 4460.1 REV 1, paragraph 34.A., and on the completeness and coordination of the drawings and specifications. This review is intended to locate readily identifiable oversights in document preparation, but is not the type of document analysis required during the design stages.

I. Advise the GTM of any noted incompleteness, contradictions or ambiguities in the drawings and specifications for his action in accordance with the contract documents. Record the event, any such subsequent event and the issues discussed on Form HUD 5379.

2. The standard for completeness and arrangement of the drawings and specifications is Handbook 4460.1 REV 1, paragraphs 2-7.13. through 2-7.

3. Assignment documents (see Handbook 4460.1 REV 1, paragraph 3-3.D.) include:

- Set No. 3 of the construction contract set of drawings and specifications;
- Copy of the Construction Contract, Form HUD 92442, 92442-A, 92442-CA, 92442-A-CA;
- Schedule of Values, Form HUD 92328, Contractor's and/or Mortgagor's Cost Breakdown;
- Progress Schedule;
- Owner / Architect Agreement, AIA Document B-181, including HUD Appendix;
- Contract or agreement for off-site construction, if applicable; and
- Drawings and specifications for off-site construction, if applicable.

C. Construction Record. Maintain a file of project documents from project assignment through substantial completion of the work. Incorporate all the documents listed in Handbook 4460.1, paragraphs 3-4.L.2. through 3-4.L.13. inclusively, plus the set of assigned construction contract drawings and specifications, and off-site drawings and specifications. Use the construction record documents as the official set of documents against which all project observations and reporting are made.

D. Preconstruction Conference.

1. Conduct any additional required preconstruction conferences at the job-site, e.g. for major subcontractors that did not attend the Field Office session. Record on Form HUD 5379, HUD Representatives Trip Report, any such field conference and attendees.
2. Answer job site questions pertaining to labor and EEO contract provisions, administration of the construction contract, and cost certification submissions. Request Field Office assistance, where required, for in-depth questions.

E. Construction Progress Meetings. See Handbook 4460.1 REV 1, paragraph 3-3.E. for detailed instructions.

1. Schedule and participate in monthly job-site meetings to coincide with the monthly review of the general contractor's requisitions (pay draws).
2. Apprise the major participants of observed deficiencies and problem areas in the progress of the work and contact administration; clarify HUD procedures applicable to the issues raised; and guide the

appropriate parties to the extent necessary to address and resolve outstanding issues.

3. Remind the participants at each meeting after 80 percent project completion :

- Of the Construction Contract, Article 2.D., definition of Substantial Completion of the Work, and
- The owner (in all cases) and general contractor (where the Cost Plus Contract is used) must meet with HUD's mortgage credit staff before 90 percent project completion to review cost certification submission requirements.

4. Record the meeting, issues discussed and conclusions reached on Form HUD 5379.

F. Inspections. Visit the project job-site as required for the type, stage and condition of construction, but not less often than twice a month at approximately fourteen day intervals to observe and report on job conditions, construction and contract administration. See Handbook 4460.1 REV 1. Schedule one inspection visit to coincide with the monthly pay draw.

1. The major functions during the inspection are to :

- Evaluate and report on the contractor's organization, operations and supervision;
- Evaluate and report on the supervisory architect's administration of the contract and services;
- Report on special circumstances, the date of the start of initial and permanent construction, occupancy, delays, disputes, changes, etc. Specifically identify and report serious construction problems that may lead to default;
- Report on noncompliance in the work from the contract documents observed by the inspector and/or the supervisory architect;
- Determine that the amounts requested by the contractor and recommended by the architect for payment are reasonable;
- Report on labor and EEO compliance, and number of wage interviews conducted;
- Report on the percentage of project completion and schedule completion, and the percentage of completion of each additive change order; and
- Report on compliance with each of-site work contract, if applicable, and on the percent completion for each. Report where the slow start or progress of off-site work may delay occupancy.

2. Record each inspection finding on Form HUD 5379, HUD Representative's Trip Report, in accordance with instructions in Handbook 4480.1 CHG 29. Incorporate findings or any HUD specialist sent to the project to assess unique or complex conditions or systems requiring engineering or other specialized skills in unified report in accordance with Handbook 4460.1 REV 1, paragraph 3-4.E.
3. Discuss adverse findings with the supervisory architect at the job site, or by phone if the supervisory architect is not present when the site visit is made. Give a copy of Form HUD 5379 to the supervisory architect, if he's present at the job site, or leave it for him at the job site
4. Advise the HUD Design Representative and record the findings on form HUD 5379, where there is occupancy of any part of the work for which HUD has not executed Form HUD 92485, Permission to Occupy. See Handbook 4460.1 REV 1, paragraph 3-4.J. for additional detail.
5. Perform the final inspection (Final HUD Representative's Trip Report) upon Substantial Completion of the work, defined in paragraph I.D. of this order, in accordance with instructions in Handbook 4460.1 REV 1 paragraphs 3-16.A, B, and C.
 - a. The report must include the following statements:
 - "Construction acceptably completed," or Construction acceptably completed subject to withholding disbursement of escrowing funds for completion of the listed items of delayed completion." List any items of delayed completion, and estimate cost.
 - "Utility services : (list services including electricity, gas, water, sanitary sewer, storm sewer, telephone, and cable TV as applicable), are complete, connected, and operable."
 - b. Complete and date the "Final HUD Representative's Trip Report" on the day of the site visit.

G. Wage interviews. Conduct wage interviews during the course of construction of a representative number of workers in each of the various trades and report on Form HUD 11, Record of Employee Interview, in accordance with HUD Handbook 1344.1 REV 1, paragraphs 3-1 and 3-2.

H. General Contractor's Monthly Requisition For Payment. Review the Contractor's Requisition Form HUD 92448, and supporting documents against the Schedule of Values, Form HUD92328, and the observed acceptably completed work and acceptably stored material. Payment for stored materials must be supported and conform with Handbook 4460.1 REV 1., paragraphs 3-7 and 3-8.

1. Modify the requisition as appropriate in accordance with instructions in Handbook 4480.1, and Handbook 4460.1 REV 1, paragraph 3-6. Report any modifications to the requisition on Form HUD 5379.

2. Complete and sign the Inspector's Certification on the reverse of Form HUD 92448.

I. Supervisory Architect's Services Advise the supervisory architect on HUD requirements, monitor his performance against provisions of the Owner-Architect Agreement, AIA **B181**, and report in the supervisory architect's performance in accordance with Handbook 4460.1 REV 1, paragraphs 3-4. K., 3-10., and 3-11.4. Report inadequate performance on Form HUD 5379.

J. Construction Changes Determine preliminary acceptability for proposed change orders before their submission for the mortgagee's and HUD's approval in accordance with Handbook 4460.1 REV 1, paragraph 3-12 and completion instructions on the Request For Construction Changes - Project Mortgages, Form HUD 92437.

K. Architect's Supplemental Instructions Monitor the proper use of the Architect's Supplemental Instructions, ALA Document G710, for compliance with Handbook 4460.1 REV 1, paragraph 3-13, and assure distribution to the Field Office. Report the architect's improper use or distribution of AIA Document G710 on Form HUD 5379.

L. Serious Construction Problems Report serious construction problems, defined in paragraph I.E. of this Order, on Form HUD 5379 in accordance with Handbook 4460.1 REV 1, paragraph 3-14.A.

M. Permission to Occupy

1. Complete and sign the HUD Representative's portion of the Permission to Occupy, Form HUD -92485, subject to procedures provided in Handbook 4460.1 REV I, paragraph 3-15, where the owner requests occupancy for any or all dwelling units or facilities.

Report on all requests for permission to occupy on Form HUD 5379.

N. Training and Field Office Liaison Attend HUD conducted training sessions at the HUD Field Office, as scheduled by the GTM during the term of this order. Such training shall be approximately two-hours in duration at approximately 30 day intervals for the purpose of addressing programmatic and technical issues relevant to project inspection. Concurrently, review and update the Field Office Construction Record, consistent with Handbook 4460.1 REV 1, paragraph 3-41., and direct the GTM's attention to any known open issue requiring Field Office action. Payment for training will be made in accordance with Section VI of this order.

IV. **DELIVERY SCHEDULE**

Delivery may be by US Mail, mutually acceptable service

or in person.

- A. Assignment Document Review Report. Deliver to the GTM with or before delivering the first inspection report, Form HUD 5379, HUD Representative's Trip Report.
- B. HUD Representative's Trip Report, Form 5379. Deliver or leave one copy at the job-site for the supervisory architect, and deliver the original to the GTM within five working days of the site visit.
- C. Record of Employee Wage Interview, Form HUD 11. Deliver the original and one copy to the GTM within five working days of the site visit.
- D. Contractor's Requisition, Form HUD 92448. Return the original and seven copies to the Owner's representative at the job site upon completion of the pay draw review and signing of the documents; and deliver one copy to the GTM within five working days of the site visit.
- E. Permission To Occupy, form HUD 92485. Return the original and seven copies to the Owner's representative at the job site upon the review of the units and/or facilities proposed for acceptance and signing the documents; and deliver one copy to the GTM within five working days of the site visit. Include any list of incomplete work made a part of the Permission to Occupy.

F. Additional Services Travel is that required to perform the additional services directed by the HUD Contracting Officer. All travel required to perform the additional services directed under terms of this Order is a part of the services and may not be separately filled.

G. Billings must be submitted on Standard Form, SF 1034.

V. **REFERENCE HANDBOOKS**

The GTM shall provide the following updated

handbooks for use in conducting services under terms of this order.

- A. Architectural Analysis and Inspections for Project Mortgage Insurance, Handbook 4460.1 REV 1.
- B. Construction Period to Final Closing for Project Mortgage Insurance, Handbook 4435.1.
- C. Multifamily Underwriting : Reports and Forms Catalog, Handbook 4480.1.
- D. Federal Labor Standards Compliance in Housing and Community Development Programs, Handbook 1344.1 REV 1.

The following FAR and provisions and clauses apply to this solicitation and are incorporated by reference: The solicitation document, incorporated provision and clauses are those in effect through the Federal Acquisition Circular (FAC) 2005-60, Effective 26 JUL 2012. Clauses may not be in sequential order, FAR 52.252-2 Clauses Incorporated by Reference. This purchase order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. FAR 52.212-1, Instructions to Offerors Commercial Items; FAR 52.212-2. EVALUATION COMMERCIAL ITEMS (factors of equal importance): Vendor may complete and reference the following commercial clauses at www.sam.gov: FAR 52.212-3 Offeror Representations and Certification-Commercial Items. (Offerors must include a completed copy of the FAR 52.212-3 Offeror Representations and Certification along with his/her proposal); FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes on Executive Orders Commercial Items and in accordance with FAR 12.603(c) (2)(xii) the following provisions under the clause apply (b)(15) thru (22), Service of Protest (Sep 2006). Proposals shall include all information required in FAR 52.212-1, Schedule of Prices Offered, and a completed copy of provision FAR 52-212-3. FAR 52.217-9 Option to Extend the Terms of the Contract (Mar 2000).

EVALUATION FACTORS: **FACTOR 1-** Prior Experience- The offeror shall provide documentation of construction inspection prior experience for a minimum of a 5-year period prior to submission of the proposal, of the same or similar services relevant to the solicitation requirements, sufficient to ascertain the offeror would be able to perform the contract requirements with a high level of quality. **FACTOR 2 -** Past Performance: Contractor shall provide a list of three (3) sources/references for completed work in the last three (3) years which are similar in scope, magnitude, relevance and complexity to this requirement. Please provide a POC, telephone number, Contract Number, brief scope of work, total dollar value, and period of performance. The Department of HUD may also contact other sources not listed **FACTOR 3:** **Licensing/Certifications:** Offeror shall have a State Builders License, Construction Inspection Certification or Construction Manager Certification. **FACTOR 4-** Price.

BASIS OF AWARD: Award shall be made to the offeror whose proposal is the lowest evaluate price that meet the technical acceptability standards for all technical factors in accordance with FAR 52.212-2 evaluation factors. The Government intends to award one firm fixed price purchase order as a result of this solicitation. Failure to comply with the solicitation terms and conditions may result in a quote being deemed as non-conforming. Read the solicitation carefully. 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 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 necessary.

CONTRACT CLAUSES

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (FEB 2012)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (APR 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) **52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).**

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) **52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).**

(7) **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).**

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of

Division D of Public Law 110-161)

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

(12)(i) **52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).**

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) **52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).**

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) **52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).**

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (JUN 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

(15 U.S.C. 657f).

[X](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

[](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

[](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

[X](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X](27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

[X](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[](34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[X](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[](ii) Alternate I (DEC 2007) of 52.223-16.

[X](38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[](40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

[](ii) Alternate I (MAR 2012) of 52.225-3.

[](iii) Alternate II (MAR 2012) of 52.225-3.

[](iv) Alternate III (MAR 2012) of 52.225-3.

[](41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[](50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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 **TBD** through **TBD**.

(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.

52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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**.

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 **30 days**.

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 **60 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 the period of time set in the Schedule except that extensions pursuant to FAR 52.217-8 permit the duration to extend up to 6 months beyond the stated limit.

2452.216-78 ORDERING PROCEDURES. (FEB 2006)

(a) Orders issued under this contract may be placed in writing via **facsimile (fax) machine and electronic mail (e-mail)**.