



**U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

Office of the Chief Procurement Officer
Chicago Contracting Operations Branch
77 W. Jackson Blvd., Room 2517
Chicago, Illinois 60604-3507
<http://www.hud.gov/offices/cpo/contract.cfm>

August 12, 2010

**Request for Quotations (RFQ) Q0C5AAC0034
Technical and Economic Report Writing Workshop
Closing Date: Tuesday, August 31, 2010 at 2:00 PM (Local Time)**

Dear prospective offeror:

Enclosed is Request for Quotations (RFQ) Number Q0C5AAC0034 issued in support of the HUD Headquarters, Office of Policy Development and Research (PD&R). This procurement is issued under the Federal Acquisition Regulations (FAR), to provide a workshop on Technical and Economic Report Writing.

This is a fixed price purchase order. The solicitation is set aside for small business concerns. The North American Industry Classification System (NAICS) code is 611430 and a small business is considered to be a firm or individual whose average annual receipts over the last three years do not exceed \$7.0 million.

Quoters should carefully review the entire RFQ prior to the submission of a quotation. The RFQ consists of the following sections:

- SF 18, Request for Quotations
- Supplies or Services/Prices/Costs
- Statement of Work
- Administrative Provisions
- SAP Provisions and Clauses for the Purchase of Services and Supplies Over \$3,000
- Factors for Award
- Instructions for Preparing and Submitting Quotations

Please submit a brief statement addressing the selection criteria as stated in the solicitation. Quoters must provide a clear and legible Tax Identification Number for payment purposes. The offeror must submit the one hard copy with original signatures and two hard copies. Submissions are due August 31, 2010 by 2:00 PM local time. Submit quotations to:

Thomas Williamson, Contract Specialist
U.S. Department of Housing and Urban Development
Chicago Contracting Operations Branch
77 W. Jackson, Room 2517
Chicago, Illinois 60604-3507

Please note that offerors are no longer asked to submit certifications and representations with their offer. Instead, offerors should enter that information in the ORCA database at <http://orca.bpn.gov> (see FAR 52.204-8, page 2 of enclosed SAP Provisions and Clauses). Registration in ORCA is mandatory before an award can be made to any offeror.

If you have any questions, please contact Thomas Williamson, Contract Specialist at (312) 913-8598, e-mail Thomas.M.Williamson@hud.gov

Sincerely,

Thomas Williamson
Contract Specialist

Enclosure

1. REQUEST NO. R0R0008	2. DATE ISSUED 08/12/2010	3. REQUISITION/PURCHASE REQUEST NO Q0C5AAC0034	CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY U. S. Department of HUD Contracting Branch 77 W. Jackson Blvd., Room 2517 Chicago, Illinois 60604-3507	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
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NAME Thomas Williamson, Contract Specialist	TELEPHONE NUMBER AREA CODE 312	NUMBER 913-8598	9. DESTINATION a. NAME OF CONSIGNEE.
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8. TO:		b. STREET ADDRESS
a. NAME	b. COMPANY	c. CITY
c. STREET ADDRESS		d. STATE
d. CITY	e. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE 2:00 PM on 08/31/2010	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 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 representation 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	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>This solicitation is issued under the Federal Acquisition Regulations, Simplified Acquisition Procedures, not to exceed \$25,000, to provide training workshops for the PD&R Division of HUD. This solicitation is set aside for small business concerns.</p> <p>Work shall be performed in accordance with the attached specification.</p>			SEE ATTACHED CHART UNDER SUPPLIES AND PRICES/COSTS	

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

SUPPLIES OR SERVICES AND PRICES/COSTS

1. CONTRACT DEFINITION

This contract is for services in support of HUD Headquarters, Office of Policy Development and Research (PD&R) as described herein. This is a firm fixed price contract, as defined at Section 16.202-1 of the Federal Acquisition Regulations (FAR).

2. PRICES

The contractor shall provide the services described herein at the firm-fixed price of \$_____.

3. MAXIMUM

This Purchase Order shall not exceed \$_____ (to be determined at contract award).

Technical and Economic Report Writing

POLICY DEVELOPMENT AND ECONOMIC DEVELOPMENT

TECHNICAL WORKSHOPS

I. BACKGROUND

The Office of Policy Development is responsible for: preparing Departmental policy studies on major housing and urban development issues; coordinating the development of national programs and policies with other Federal agencies. The Office's value is measured by its ability to communicate complex ideas and analysis clearly, and in some cases persuasively to a wide range of audiences including policymakers, contractors, practitioners and other federal agencies.

II. PURPOSE

Through this work statement the Contractor shall conduct four (4) half-day sessions, from 9:30 a.m. – 1:30 p.m. Monday and Tuesday over a two week period. The training workshops shall be designed and tailored to provide technical guidance and reinforce writing skills specifically for developing policies and legislative proposal reviews for PD&R staff employees. Training workshop will be designed to provide instruction and tools that will assist staff in organizing, writing and editing materials and information PD&R produces. Training will include one (1) 15 minute break.

III. Basic Assumptions

Contractor will briefly revisit fundamentals of writing and review submitted drafts of participants. Contractor will have participants to do the following:

- (a) Prepare draft of three to four page briefing that summarizes a typical piece of HUD's technical and economic analysis, following the approach in the Riveting Reports workbook.
- (b) Have participants work exercises in the Edit Yourself and Powerful Paragraphs workbooks and selected exercises in the Stunning Sentences workbook.
- (c) Apply recommended techniques using draft briefings and samples of student previous writing after each cluster of exercises.
- (d) Provide tips to help reduce time from team writing projects, and reduce embarrassing and costly errors.
- (e) Meet with instructor for a half an hour to discuss draft briefing, etc.

- (f) Provide each participant with a license to ClearWriter online course library, ClearEdits (editing software that works with Microsoft Word and Outlook.)

The Contractor will be required to organize the overall work, develop a training module that is tailored to preparing and writing policy documents, legislative proposals and reports addressing specific issues. The contractor shall perform the detailed work requirements identified below in accordance with the following basic assumptions unless otherwise directed by the GTR.

Four (4) Training Workshops

- 1. ClearWriter and ClearEditing

Approximately 21 participants

Four (4) half day sessions over a two (2) week period.

Instructor meets with each participant for half an hour

Interactive instruction

Material and training must be tailored for a group this size and must stress hands-on learning techniques.

Training held in agency training center with computer accessibility.

Proposed dates of the two (2) four and half day sessions, based on an eight hour day.

September 13 – 14, 2010

Washington, DC

September 27 – 28, 2010

Washington, DC

IV. DETAILED WORK REQUIREMENTS

Task 1 – PROJECT MANAGEMENT PLAN

- 1.1 Within five (5) business days of award of this contract, the Contractor shall attend a meeting (in person or via conference call, as appropriate) with the GTR and appropriate staff member to discuss the basic outline for work to be done under this contract. Within eight (8) business days of the meeting, the Contractor shall submit to the GTR for review.

Task 2 – DEVELOP AGENDA AND MATERIALS

The Contractor shall draw from existing resources and tailored materials in developing the training curriculum to be delivered at the two training workshop: technical and economic analysis report writing. The contractor shall consult with the GTR regarding their concerns and priorities about the training workshop.

2.1 **Agenda**

The Contractor will provide the GTR with the draft agenda for the workshop for review and approval five (5) business days prior to the beginning of the workshop.

2.2 **Trainers**

The Contractor shall provide qualified trainers for each session of the four days of training. The Contractor shall provide a resume for each proposed trainer to the GTR.

2.3 **Training Materials**

The Contractor will be responsible for assembling and reproducing a sufficient number of copies of all materials needed to conduct the workshops.

Task 3 – **TRAINING WORKSHOP DELIVERY**

The Contractor shall be responsible for having sufficient on-site staff to conduct the training workshop so that participants can receive inter-active hands-on instruction.

Task 4 – **TRAINING WORKSHOP EVALUATION**

4.1 **Debriefing**

The Contractor shall participate in debriefing with the GTR no later than five (5) business days after the first workshop on ClearWriter and ClearEditing. The debriefing will include a discussion of the training presentation and materials in an effort to address any problems or concerns identified during the first week of the workshop, to improve the second week workshop.

V. **DELIVERABLES**

<u>Task</u>	<u>Deliverable</u>	<u>Due Date</u>
1	Project Mgmt Plan	Four (4) business days from Project Mgmt Meeting
2.1	Agenda	In accordance with approved Project Mgmt Plan
2.3	Training Materials	In accordance with approved Project Mgmt Plan
3	Conduct Training Workshops	In accordance with approved Project Mgmt Plan
4.1	Debriefing	In accordance with approved Project Mgmt Plan

ADMINISTRATIVE PROVISIONS

INVOICE SUBMISSION

- a) 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, in accordance with the purchase order.
- b) Submission of Invoices. Invoices shall be submitted to the payment office identified in Block 6 of the Optional Form 347. To constitute a proper invoice, the invoice must include all items per 52.232-25, Prompt Payment. To assist the Government in making timely payments, the Contractor is also requested to identify on each invoice the Purchase Order number located in Block 3 of the Optional Form 347. The contractor is also requested to identify on the envelope that an invoice is enclosed.
- c) Contractor Remittance Address. Payment shall be made to the contractor's address as specified on the cover page of this contract unless a separate remittance address is specified below.
- d) Invoice Requirements: An original invoice should be submitted on contractor's letterhead. Faxes are not accepted. The invoice must be dated, and must identify contractor's name, address, phone number and Federal I. D. Number/ Social Security Number. It must have a Contract/Purchase Order number, invoice number and description of service provided and the location. Include contract number, name and address of property, type of service performed, and amount of money due. Invoice should be signed by the contractor.

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

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

SOLICITATION PROVISIONS

52.204-8 Annual Representations and Certifications (Feb 2009)

- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is 611430
- (2) The small business size standard is \$7.0 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 (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to

solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small

Business Competitiveness Demonstration Program.

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

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

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

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 addresses:

Federal Acquisition Regulations Clauses and Provisions: <http://www.arnet.gov/far/>

U.S. Dept. of HUD Regulations Clauses and Provisions: <http://www.hud.gov/offices/cpo/hudar.cfm>

[] 52.217-5 Evaluation of Options (JUL 1990)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

PURCHASE ORDER GENERAL CLAUSES

52.204-7 -- Central Contractor Registration. (Apr 2008)

(a) Definitions. As used in this clause—

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

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

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

“*Registered in the CCR database*” means that—

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

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

(b)

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

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

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

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

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

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

52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items). (Jul 2010)

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

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

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

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

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

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

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Jun 2010).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Ju; 2010) (E.O. 13126).(Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying

areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

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

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

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

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

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

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

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

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

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

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

[Insert one or more Internet addresses]

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

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

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

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

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the

termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

2452.209-72 Organizational Conflicts of Interest (APR 1984)

2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (FEB 2006)

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

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

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

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

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

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

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

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

SPECIFIC SUPPLY CLAUSES

[X] 52.213-2 Invoices. (APR 1984)

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

SPECIFIC SERVICE CLAUSES

[] 2452.237-70 Key personnel (FEB 2006)

a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows:

2452.237-73 Conduct Of Work And Technical Guidance (FEB 2006)

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

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

- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract;
 - (2) Constitutes a change as defined in FAR 52.243 1;
 - (3) Causes an increase or decrease in the cost of the contract;
 - (4) Alters the period of performance or delivery dates; or
 - (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations [to be inserted by Contracting Officer]:
- (f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.
- (a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years).

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

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

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

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

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (SEP 2009)
52.243-1 Changes-Fixed Price Alternate I (APR 1984)

INDEFINITE QUANTITY/ INDEFINITE DELIVERY CLAUSES

- 52.216-18 Ordering (OCT 1995)** (a) ...orders may be issued from _____ through _____(insert dates).
- 52.216-19 Order Limitations (OCT 1995)**
 - (a) *Minimum order.* When the Gov't requires ... in an amount of less than \$_____ the Gov't is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
 - (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$_____;
 - (2) Any order for a combination of items in excess of \$_____;
 - (3) Series of orders... within _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
 - (d) ...Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within _____ days after issuance.....
- 52.216-20 Definite Quantity (OCT 1995)** (d) ...the Contractor shall not be required to make any deliveries ... after _____ (insert date).
- 52.216-21 Requirements (OCT 1995)** (d) ...the Contractor shall not be required to make any deliveries ... after _____(insert date).
- 52.216-22 Indefinite Quantity (OCT 1995)** (d) ...the Contractor shall not be required to make any deliveries ... after _____ (insert date).

INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTATIONS

1. Complete SF-18, Request for Quotation (RFQ), blocks 11 to 15 including the proposed fees. Travel should be included in your price.
2. Complete Simplified Acquisition Procedure (SAP) provisions on the ORCA website, and fill in your Tax Identification Number (TIN) and your Data Universal Numbering System (DUNS) number assigned by Dun and Bradstreet Information Services. If you do not have a DUNS number, please call Dun and Bradstreet directly at 1-800-333-0505 to obtain one as stated in this solicitation.
3. Submit a brief statement describing how you and your organization meets the requirements listed in the statement of work. In addition, submit a qualification statement of the individual that will be performing the services. Refer to Basis for Award.
4. Return the completed SF-18, with the quoted price and statements to:

Thomas Williamson, Contract Specialist
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2517
Chicago, Illinois 60604-3507

Facsimile quotations are acceptable through Fax Number 312-353-8965.

Note that your quotation must be received by 2:00 p.m. on August 31, 2010.

BASIS FOR AWARD

HUD intends to make an offer to the quoter determined to be most advantageous considering quoted price and response to the evaluating criteria.

HUD reserves the right to make multiple awards, negotiate quantity and price, award to a firm other than the lowest bidder, or make no awards as a result of this RFQ.

PROPOSAL:

Offerors should provide documentation of the following:

1. Minimum experience of 5 or more years in writing instruction.
2. Experience in leading writing seminars for professional technical staff.
3. Editing experience related to technical reports.
4. Demonstrated experience in production writing with deadlines.

Offerors should also provide at least 2 reference contacts in organizations where they have provided training within the last 2 years. They should also provide: (1) one or more examples of technical writing course outlines they have taught within the previous 3 years and (2) 2 examples of technical writing they have edited within the last 3 years with their comments in mark-up form.